



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1100 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING**

March 1, 2016  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**ANNOUNCEMENTS**

**1. SCHEDULE**

- a) [Library - Long Range Plan – Beth Gallaway](#)
- b) [One Grafton Common Update \(Including Boulevard\) – Andy Deschenes](#)
- c) [Grafton Flea Market – Review of Updated Plans-Continuance of Liquor License](#)

**2. APPOINTMENTS**

**Town Administrator**

[Paul Farrar – Full Time Custodian](#)

**Board of Selectmen**

Election Workers - Cecile Bergin  
Jeanne Ducasse,  
Bernadette Warwick  
Joann Brennan

**3. RESIGNATIONS**

[Valerie Evans – Library Assistant](#)

[Deborah Kochevar – Affordable Housing Trust](#)

**4. NEW BUSINESS**

- a) [One Grafton Common -Suburban Group - Rent Relief](#)

- b) [Vote to Sign Traffic Signal Improvements Agreement with MassDOT \(North Main Street at Worcester Street\)](#)
- c) [Vote to Deficit Spend for Snow and Ice](#)
- d) [Vote to Sign Contract with VHB for 2016 Road Rehabilitation Structural Analysis](#)

## **5. SELECTMEN REPORTS / TA REPORTS**

- a) [FY17 Budget](#)

## **6. CORRESPONDENCE**

## **7. DISCUSSION**

- a) [Update on Information Requested by the Board of Selectmen Regarding 206 Worcester Street](#)

## **8. MEETING MINUTES**

### **EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

### **ADJOURN**

Beth Gallaway will present the Grafton Public Library Strategic Plan 2016-2020.

# GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020



Beth Gallaway, Library Director  
Sunny Vandermark, Consultant

## **Grafton Public Library**

### **Board of Trustees**

Doug Bowman, Chair  
Gary Beauchamp  
Marilyn Cusher (Trustee Liaison)  
Carrie Hogan  
Diane Libbey  
Dana Wilson  
Cyndi Zarriello

## **Long Range Planning Committee**

Heidi Cadman  
Marilyn Cusher  
Ken Geurtin  
Justin Hollander  
Susan Leto  
Beverly Mara  
Judy Meichelback  
Carol Sotiropoulos  
Gina Sudol  
Gwen Sudol  
Aaron Swartz  
Carol Ziemba

## **Library Staff**

Sarah Banister  
Donna Bates-Tarrant  
Allison Cusher  
Valerie Evans  
Heidi Fowler  
Eileen LeBlanc  
Susan Leto  
Lee McCulloch  
Jennifer McNeil  
Janice Parise  
Elizabeth Patch  
Suzanne Witham  
Marilyn Wilcox

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## **THE LONG RANGE PLANNING PROCESS**

A Long Range Plan is a written document that provides goals, measurable objectives and specific activities for Library staff to carry out. Strategic planning is not new; it is a routine part of running a successful Library, and considered to be a standard of best practices in library management.

A Long Range Plan spanning five years is required by the MA Board of Library Commissioners (MBLC) for any library that wishes to apply for grant funding.

The Long Range Plan is reviewed annually at the September meeting of the Board of Library Trustees, and the Library Director must update a plan of action for the Library and send it to the MBLC each December.

As the current Long Range Plan expires in December 2015, it's time to see where we are going, next!

In January 2015, the Library Administration put out a call for Grafton residents to volunteer to serve on a diverse planning committee to assist in setting Library service priorities for the next five years for the Grafton Public Library. The Committee included tweens to seniors, liaisons from the Friends, Trustees, and staff, and men and women.

Participants committed to attend two focus group meetings, scheduled for 8:30AM-12 noon at the Library (35 Grafton Common, Grafton MA) on Saturday February 28 and Saturday April 25. Staff participated in a SOAR exercise with Sunny on March 20, 2015.

The meetings were facilitated by Library Consultant Sunny Vandermark. Agenda items included defining a vision for the community served by the Library, brainstorming, and conducting analysis of the Library's Strengths, Opportunities, Aspirations and Results.

Attendees were provided with the 2010-2015 Long Range Plan, an FY16 Action plan, a review of goals that had been accomplished to date, the Library's 2014 Annual Report as presented to the Town of Grafton, and meeting minutes.

All documents were posted online at <http://graftonlibrary.org/home/about/lrp/> during the planning process. Members of the community were also invited to participate and comment, and staff reviewed the YES Log, NO log, and suggestion box, and MBLC Library Satisfaction survey results for ideas as well. Some of the discussion centered on the need for a facility to adequately serve the population, and Visit a Comfortable Place emerged as the leading service focus for 2016-2020.

Ultimately, the Long Range Planning Committee selected SIX service roles for the next 5 years.

## GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020

1. **Visit a Comfortable Place: Physical and Virtual Spaces.** Residents will have safe and welcoming physical places to meet and interact with others or to sit quietly and read and will have open and accessible virtual spaces that support networking.
2. **Satisfy Curiosity: Lifelong Learning.** Residents will have the resources they need to explore topics of personal interest and continue to learn throughout their lives.
3. **Stimulate Imagination: Reading, Viewing, and Listening for Pleasure.** Residents who want materials to enhance their leisure time will find what they want when and where they want them and will have the help they need to make choices from among the options.
4. **Create Young Readers: Early Literacy.** Children from birth to five will have programs and services designed to ensure that they will enter school ready to learn to read, write, and listen.
5. **Know Your Community: Community Resources and Services.** Residents will have a central source for information about the wide variety of programs services, and activities provided by community agencies and organizations.
6. **Celebrate Diversity: Cultural Awareness.** Residents will have programs and services that promote appreciation and understanding of their personal heritage and the heritage of others in the community.

Goals are addressed through strategic focus on Library collections, services, marketing and facility. Draft goals were shared with the committee, staff, Trustees, Friends, Board of Selectman, Town Administrator and Assistant Town Administrator, as well as publicly, and comments were integrated into the final draft.

Thank you so much to all who provided feedback, and to the Grafton Public Library staff, Grafton Public Library Board of Trustees, and the Friends of the Grafton Public Library, as well as the Long Range Planning Committee: Heidi Cadman, Marilyn Cusher, Ken Geurtin, Justin Hollander, Susan Leto, Beverly Mara, Judy Meichelback, Carol Sotiropoulos, Gina Sudol, Gwen Sudol, Aaron Swartz, Cyndi Zarriello, and Carol Ziemba.



## A CONCISE HISTORY OF THE LIBRARY AND ITS COMMUNITY

### GEOGRAPHY

Grafton is located in Worcester County in Central Massachusetts, about nine miles southeast of Worcester; 40 miles west of Boston; 40 miles northwest of Providence, Rhode Island; and 182 miles from New York City. Neighboring towns include Upton and Westborough on the east and northeast, Shrewsbury on the north, Worcester on the northwest, Millbury on the west, Sutton on the southwest, and Northbridge on the South.

Grafton has a total area of 23.27 square miles with land making up 22.74 square miles; the remainder is water. Over 60% of Grafton is open space, including Town owned land, public parks, state parks and Grafton Land Trust property. Water features include a town beach (Silver Lake) and a recreational lake (Lake Ripple) for skating, boating and fishing.

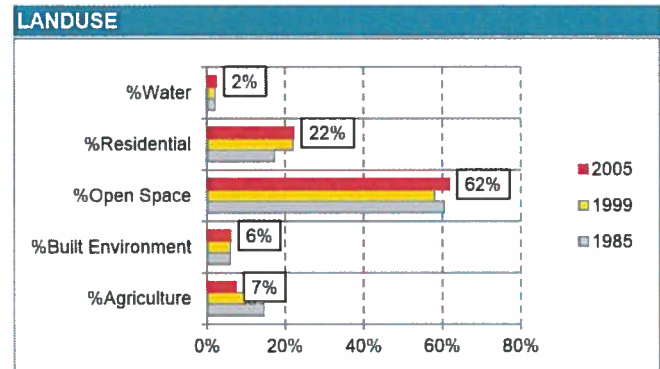
### THE TOWN



community organizations.

Grafton has been at a crossroads for several years. A new exit added to the Turnpike in Millbury brings increased traffic to the area; the Massachusetts Bay Transit Authority has opened a commuter rail station in Grafton; and CenTech Park and its neighbor Tufts University School of Veterinary Medicine are creating opportunities for significant growth in the areas of manufacturing, biotechnology, and research. In fact, Centech Park is at the top of the priority list for the Blackstone Valley Prioritization Project.<sup>1</sup>

In addition, Greater Boston Metropolitan area westward migration has reached beyond Route 495. Due to the excellent schools, small-town feel and prime location, population has been increasing 19% annually over the last several years. One only has to look at the time it takes to get down route 140, a single lane road with multiple traffic lights, between 3-7pm on weekdays to get an indication of the impact of the population increase on Town infrastructures such as roads.



Source: MassGIS

Grafton was founded by 40 families and incorporated as a town in 1735. Grafton has a town meeting style government with a Town Administrator and an elected Board of Selectmen. Still a relatively small town, Grafton has an attractive and historic Town Center, three traditional villages, and tremendous natural resources. The Blackstone River and its numerous tributaries, along with significant open space, make the Town a scenic community of the type commonly associated with traditional New England values. The Town Common, established in 1738, contains a picturesque gazebo and is utilized for events by many

<sup>1</sup> CMRPC. *Blackstone Valley Prioritization Project: Final Report*. 2012.

[http://www.cmrpc.org/sites/default/files/Documents/CDAP/Doc\\_resources/bvpp/BV\\_Final\\_Report\\_WEBSITE.pdf](http://www.cmrpc.org/sites/default/files/Documents/CDAP/Doc_resources/bvpp/BV_Final_Report_WEBSITE.pdf)



# GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020

Another important resource in Grafton is the people. A high degree of community volunteerism and participation in Town government help to make Grafton special. There is a strong sensibility that Grafton takes care of its own, and the community comes together multiple times a year to celebrate events like the Apple Pie festival, July 4th Concert on the Common, Grafton Celebrates the Holidays, and school fundraisers.

## THE LIBRARY



The Grafton Public Library was established in 1866 with a \$1000 gift from Hon. Joseph Leland for purchase of books for a town Library. It was preceded by a Lyceum (held by stockholders) and a small public library in a physician's office. The Library combined titles from the Lyceum and from the Farmer's Club at the Grange. The original lending library opened January 28, 1867, and books began circulating April 24, 1867. The Library was housed in a room at Warren Block, now known as the Grafton Townhouse at One Grafton Common.

The collection of over 5,000 books soon exceeded its allotted space, and the Library was relocated from the Clerk's office to Lower Town Hall, where it remained at One Grafton Common for 43 years. Branches were opened in the public schoolhouses in the 1920s, and housed in their own buildings in the 1930s.

In 1902, a generous bequest of 100,000.00 from Jerome Wheelock designated \$90,000.00 for a Town Hall or Library. In return, Wheelock required a statue of "heroic size" be placed on the Common in return for this donation. The money did not mature until 1924; construction on the building began in 1927.

The Colonial Georgian style building was designed by Boston architect Oscar Thayer, a well-known architect of the times. The style is identified by the simple box shape of the building, a paneled front door that is centered and topped with rectangular windows (the Library has an arched window over the door as well) and capped with an elaborate crown supported by decorative pilasters (columns that stick out but are not stand-alone). The cornice (a ledge) is embellished with decorative moldings, and the first floor has large multi-paned windows. The Library also has a portico – a covered porch – at its entrance. The Library was built for a population of about 6,000 residents, and is a little over 7,000 sq. feet. In 1989, the meeting room in the lower level of the Library was turned into the Children's Room.

A renovation completed in June 2013 made part of the building accessible, with a LULA, accessible entrance, and accessible restroom. This project brought fire protection, safety and security systems up to code, as well.

In FY15, the Library served 71,761 visitors and loaned over 156,000 items. There are 43,034 items in the collection as of September 2015, and over 9,600 residents have library cards.

## **STRATEGIC PLAN OVERVIEW**

### **Goal I: Provide access to excellent collections of materials in a variety of formats, reading levels, and interests, for all ages**

1. Increase physical circulation by 3% annually.
2. Increase digital circulation by 5% annually.
3. Investigate and add one new collection annually, with emphasis on trend of “Library of Things.”
4. Evaluate databases annually.
5. Weed all Library collections annually.
6. Utilize collection analytics annually.
7. Increase pre-literacy skills of story time participants by 25% by FY17.
8. 75% of new materials arrive shelf-ready by FY19.
9. Investigate BISAC/neighborhoods for picture books by FY19.
10. Investigate nonfiction neighborhoods for children, teens and adults by FY19.
11. Launch 1,000 Books Before Kindergarten by FY20.
12. Provide secondary support for local school curriculums in partnership with school library staff by FY20.
13. Support all foreign languages spoken at home by FY20.
14. Digitize 100% of local history items by FY20.

### **Goal II: Deliver well-rounded, patron-centric, and forward-thinking services to engage visitors from birth to adulthood.**

15. Write and seek grants for all Library needs annually.
16. Staff participate in four (4) professional development sessions annually.
17. Implement “check out an expert” service by FY16.
18. Increase outreach services to daycare/preschool by 10% annually.
19. Increase cultural programming by 10% by FY20.
20. Add adaptive technologies by FY20.
21. Increase “maker” style program (crafts, technology, coding, engineering, inventing, etc) by 10% by FY20.
22. Increase technology programming by 25% by FY20.
23. Implement a “Keep Me Safe” story time for children by FY20.
24. Develop a staff schedule that allows for community outreach, professional development and additional library programs by FY20.
25. Develop plans of service to a variety of target populations by FY20.
26. Increase volunteer program by 10% by FY20.
27. Support Grafton School District students by increasing collaboration with the Grafton Public Schools by 50% by FY20
28. Provide access to cutting-edge technologies as a service to Library visitors.

## **STRATEGIC PLAN OVERVIEW CONTINUED**

### **Goal III: Create loyal, enthusiastic fans of the Library that become our promoters, champions and advocates.**

- 29. Develop publicity materials targeted at specific audiences annually.
- 30. Increase social media presence by 10% annually.
- 31. Offer quarterly contests annually.
- 32. Focus on relationship building with one school and one organization per year.
- 33. Publish monthly column in newspaper by FY16.
- 34. Library and Friends become marketing partners by FY17.
- 35. Partner with one (1) Town department quarterly by FY16.
- 36. Conduct an “Every Kid A Card” campaign by FY19.
- 37. Participate in Grafton Community Television (GCTV) monthly by FY20.
- 38. Develop a Library logo and brand by FY20.
- 39. Promote a “Know Your Community” campaign by FY20.

### **Goal IV: Provide an up-to-date, attractive, adaptable facility that is appropriate for the size, scope and needs of our diverse community.**

- 40. Upgrade computers on a 3-5 year rotation, as dictated by technology needs.
- 41. Upgrade furniture on a 5-10 year rotation, as indicated by wear and tear, to provide comfortable, ergonomic and attractive seating for visitors of all ages and sizes.
- 42. Participate in Gates Foundation facilities use study by FY16.
- 43. Provide reliable wireless access by FY16.
- 44. Develop a mobile app for website by FY17.
- 45. Apply for 2016-2017 MA Public Library Construction Program grant by FY17, pending Town Meeting Support.
- 46. Add self-check workstations by FY17.
- 47. Investigate outdoor space to extend the Library’s facility by FY17.
- 48. Increase Library hours by 15% by FY20.
- 49. Investigate a tween space by FY20.
- 50. Community Information is widely available on the Library’s website and in the Library facility.
- 51. Identify meeting space for Library activities and local groups by FY20.
- 52. Investigate quiet study space by FY20.
- 53. Investigate a separate teen space by FY20.

**Goal I: Provide access to excellent collections of materials in a variety of formats, reading levels, and interests, for all ages.**

**Objective 1: Increase physical circulation by 3% annually.**

**Activities:**

- Track, evaluate and report physical circulation statistics as required by ARIS. (ongoing)  
Measure: monthly, annual, ARIS reports
- Provide support materials for all Library programs. (ongoing)  
Measure: count
- Increase book collection by 2,500 items annually.  
Measure: count, usage stats
- Increase magazine collection by two titles annually.  
Measure: count, usage stats
- Increase audio book collection by 50 items annually.  
Measure: count, usage stats
- Increase music CD collection by 50 items annually.  
Measure: count, usage stats
- Increase DVD collection by 100 items annually.  
Measure: count, usage stats
- Increase electronic media collection by 50 items annually.  
Measure: count, usage stats
- Increase kits collection—puzzles, games, and equipment with books—by 25 items annually.  
Measure: count, usage stats
- Increase equipment collection—hardware, tools, toys, technology—by 5 items annually.  
Measure: count, usage stats
- Train all staff in reader's advisory, hand-selling, reviewing, booktalking, marketing & display. (ongoing)  
Measure: count, workshop reports, staff evaluation
- Provide a variety of displays that rotate on a weekly and monthly basis. (ongoing)  
Measure: count
- Increase scope of religion, faith, and cultures collections to reflect all points of view by FY16.  
Measure: count, usage stats
- Develop a tween collection by FY18.  
Measure: count
- Use Pinterest to promote 100% of Library displays by FY20.  
Measure: count
- Provide face-out display shelving for all collections by FY20.  
Measure: count

## **Objective 2: Increase digital circulation by 5% annually.**

### **Activities:**

- Track, evaluate and report digital circulation as required by ARIS. (ongoing)  
Measure: monthly, annual, ARIS reports
- Increase digital collection size by 100 items annually.  
Measure: count
- Increase digital materials allocation by 10% annually.  
Measure: count
- Evaluate databases annually.  
Measure: count
- Continue to train staff in digital resources.  
Measure: count, workshop reports, staff evaluation
- Provide on demand one-on-one eBook training. (ongoing)  
Measure: count, outcome based evaluation survey.
- Provide monthly technology petting zoo workshops to train public in eContent resources by FY16.  
Measure: count, outcome based evaluation survey
- Work with school library staff to install eContent vendor apps on student iPads, i.e. OverDrive, AXIS 360, Zinio, etc. by FY17.  
Measure: count, usage stats

## **Objective 3: Investigate and add one new collection annually, with emphasis on trend of “Library of Things.”**

### **Activities:**

- Attend Library conferences such as MLA, NELA and ALA, annually. (ongoing)  
Measure: count, report
- Add new collections as time, space and budget warrant, based on patron feedback.  
Measure: count, report
- Seek grant/gift funding for second telescope by FY16.  
Measure: count, usage statistics, grant report
- Seek grant/gift funding for second AWE by FY16.  
Measure: count, usage statistics
- Add one (1) sewing machine by FY17.  
Measure: count, usage statistics
- Add CriCut with public access by FY17.  
Measure: count, usage statistics, grant report
- Add bakeware collection by FY18.  
Measure: count, usage statistics
- Seek grant/gift funding for a VISIO book portable print enlarger by FY18.  
Measure: count
- Develop seed library by FY19.  
Measure: count

## **Objective 4: Evaluate databases annually.**

### **Activities:**

- Research, test and evaluate new databases annually. (ongoing)  
Measure: count
- Provide opportunity for staff to train in use of digital resources. (ongoing)  
Measure: count, workshop reports, staff evaluation, outcome-based evaluation survey.
- Track, evaluate and report database access statistics as required by ARIS. (ongoing)  
Measure: monthly, annual, ARIS reports.
- Devote time to electronic resources at staff development day by FY16.  
Measure: count, outcome-based evaluation survey
- Provide on demand one-on-one database training by FY18.  
Measure: count
- Feature one (1) Pro Tip for a digital resource at each staff meeting by FY18.  
Measure: count, meeting minutes, outcome-based evaluation survey
- Work with school library staff to install database vendor apps on student iPads, i.e. Access My Library (Gale) by FY18.  
Measure: count, usage stats
- Provide database training to high school by FY 19.  
Measure: count, outcome-based evaluation
- Provide one (1) database class per month by FY20.  
Measure: count, outcome-based evaluation.

## **Objective 5: Weed all Library collections annually.**

### **Activities:**

- Run monthly weeding reports.  
Measure: count
- Maintain a weeding log in each department.  
Measure: count
- Train staff in CREW/MUSTIE by FY16.  
Measure: count, outcome-based evaluation survey
- Host annual booksale fundraiser with discarded and donated items by FY16.  
Measure: count
- Investigate storage solution for retrospective collection by FY18.  
Measure: count

## **Objective 6: Utilize collection analytics annually.**

### **Activities:**

- Complete Edelweiss webinars and trainings by FY16.  
Measure: count, outcome-based evaluation survey
- Utilize Edelweiss analytics monthly to evaluation collection by FY18.  
Measure: count



# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

## **Objective 7: Increase pre-literacy skills of storytime participants by 25% by FY17.**

### **Activities:**

- Provide four (4) 6-week story time sessions for babies, toddlers, and preschoolers ages 0-6, annually. (ongoing)  
Measure: count
- Develop an outcome-based evaluation survey for storytime participants by FY16.  
Measure: count
- Through Full STEAM Ahead grant, increase participant's STEAM concept knowledge by 10% by FY16.  
Measure: count, outcome-based evaluation survey
- Offer evening and weekend storytime for working parents/caregivers by FY17.  
Measure: count
- Distribute and evaluate an outcome-based evaluation survey at the end of each storytime session by FY17.  
Measure: count, outcome-based evaluation survey
- Develop a core collection of storytime resources and booklists by FY18.  
Measure: count
- Formalize dialogical reading demonstration and modeling for parents by FY20.  
Measure: count, outcome-based evaluation survey

## **Objective 8: 75% of new materials arrive shelf-ready by FY19.**

### **Activities:**

- Set up standing orders for popular authors and series by FY16. (ongoing)  
Measure: count
- Set up accounts to provide correct labels/stickers for each type of material by FY17.  
Measure: count
- Work with vendors to set up automatic shipments by FY18.  
Measure: count

## **Objective 9: Investigate BISAC/neighborhoods for picture books by FY19.**

### **Activities:**

- Weed entire picture book collection by FY17.  
Measure: count
- Set up any new labels/stickers from vendors by FY18.  
Measure: count
- Weed entire children's fiction and media collections by FY19.  
Measure: count, report
- Relocate/reassign materials by FY19.  
Measure: count, report, patron feedback
- Order signage by FY19.  
Measure: count

## **Objective 10: Investigate nonfiction neighborhoods for children, teens and adults by FY19.**

### **Activities:**

- Weed entire nonfiction collection by FY18.  
Measure: count, report
- Survey teens to determine book finding preferences by FY18.  
Measure: survey
- Set up any new labels/stickers from vendors by FY19.  
Measure: count
- Relocate/reassign materials by FY19.  
Measure: count, report, patron feedback
- Order signage by FY19.  
Measure: count

## **Objective 11: Launch 1,000 Books Before Kindergarten by FY20.**

### **Activities:**

- Establish program parameters and benchmarks by FY16.  
Measure: count
- Add titles to Library collection by FY18  
Measure: count
- Seek grant/gifts/sponsors to underwrite program incentives.  
Measure: count, grant report
- Invite daycares and preschools to participate.  
Measure: count
- Extend invitation to general public by FY19.  
Measure: count
- Extend information and invitation to new parents/parents to be by FY20.  
Measure: count

## **Objective 12: Provide secondary support for local school curriculums in partnership with school library staff by FY20.**

### **Activities:**

- Review Common Core and MA Curriculum Frameworks annually. (ongoing)  
Measure: count
- Purchase summer reading list titles annually. (ongoing)  
Measure: count
- Provide Mystery Reader support by purchasing readalouds for elementary students by FY17.  
Measure: count of booklists, staff presence as the mystery reader
- Provide curriculum resources for homeschoolers by FY18.  
Measure: count
- Purchase a variety of curriculum support materials at all grade levels by FY19.  
Measure: count

## **Objective 13: Support all foreign languages spoken at home by FY20.**

### **Activities:**

- Subscribe to ELL and Language Learning digital tools annually.  
Measure: count, usage stats
- Promote Language Learning tools as “Database of the Month” annually.  
Measure: count
- Review Grafton demographics and add materials in Hindi language by FY16.  
Measure: count, usage statistics
- Provide secondary support for students learning a foreign language in Grafton Public schools by FY18.  
Measure: count
- Begin Conversation Circles program by FY19.  
Measure: count, outcome-based evaluation survey
- Review Grafton demographics and add materials in at least 2 other languages by FY20.  
Measure: count, usage statistics

## **Objective 14: Digitize 100% of local history items by FY20.**

### **Activities:**

- Maintain Digital Commonwealth membership & attend annual conference. (ongoing)  
Measure: count
- Work with Grafton Historical Society to digitize photos in the community through scanning parties by FY16.  
Measure: count
- Apply for SHRAB funding for a storage solution for Grafton History collection by FY17.  
Measure: count, grant report
- Digitize maps by FY17.  
Measure: count
- Seek funding for digitization costs not covered by Digital Commonwealth/BPL by FY19.  
Measure: count, grant report
- Digitize institutional history materials by FY19.  
Measure: count, usage stats
- Digitize local history collection by FY20.  
Measure: count, usage stats
- Work with Grafton Historical Society to digitize tickler file of Grafton History by FY20.  
Measure: count
- Digitize local newspapers by FY20.  
Measure: count, usage stats
- Partner with Grafton Historical Society and local schools to produce new and original local content for school curriculum on Biblioboards by FY20.  
Measure: count
- Maintain a well-organized, curated collection of Grafton historical documents in monograph, map and other print and digital formats that is secured and preserved for future generations by FY20.  
Measure: count

## **Goal II: Deliver well-rounded, patron-centric, and forward-thinking services to engage visitors from birth to adulthood.**

### **Objective 15: Write and seek grants for all Library needs annually.**

#### **Activities:**

- Apply for YMCA Family & Community Partnership (YF&C) Grant annually.  
Measure: count, grant report
- Apply for UniBank Community Grant annually.  
Measure: count, grant report
- Apply for Tufts Community Grant annually.  
Measure: count, grant report, outcome-based evaluation survey
- Apply for Cultural Council Grant annually.  
Measure: count, grant report, outcome-based evaluation survey
- Partner with Historical Society for a grant-funded program annually.  
Measure: count, grant report, outcome-based evaluation survey
- Partner with Garden Club for a grant-funded program annually.  
Measure: count, grant report, outcome-based evaluation survey
- Partner with Recreation Department for a grant-funded program annually.  
Measure: count, grant report, outcome-based evaluation survey
- Apply for LSTA Open Grant Round for a Life Skills workshop series for adolescents.  
Measure: count
- Develop a list of additional funding sources by FY18.  
Measure: count
- Apply for Fallon Community Health grant in FY20.  
Measure: count

### **Objective 16: Staff participate in four (4) professional development sessions annually.**

#### **Activities:**

- Seek and share professional development opportunities annually.  
Measure: count, staff meeting minutes
- Budget for MLA, NELA, PLA, ALSC, YALSA and ALA conferences annually.  
Measure: budget review
- All staff attend ALA Midwinter in Boston by FY16.  
Measure: count, outcome-based evaluation survey
- Partner with Town to participate in MIIA and other trainings by FY18.  
Measure: count, report
- Implement badge program as incentive by FY18.  
Measure: count, outcome-based evaluation survey
- Increase staff development days from two to four per year by FY20.  
Measure: count, outcome-based evaluation survey

## **Objective 17: Implement “check out an expert” service by FY16.**

### **Activities:**

- Develop a form to connect expert volunteers with those seeking help by FY16.  
Measure: count
- Host a speed dating style mixer twice a year to seek new experts by FY17.  
Measure: count, outcome-based evaluation survey
- Develop a policy and procedure for program by FY17.  
Measure: count

## **Objective 18: Increase outreach services to daycare/preschool by 10% annually.**

### **Activities:**

- Implement LSTA Full STEAM Ahead grant with selected partners by FY16.  
Measure: count, statistics, grant reports.
- Increase preschooler’s knowledge of STEAM (science, technology, engineering, arts, and math) concepts by 20% by FY17.  
Measure: outcome-based evaluation survey
- Increase the Library’s current PreK STEM program attendance by 10% by FY17.  
Measure: count
- Increase Preschool STEAM programming by 10% by FY17.  
Measure: count
- Increase the size of STEAM themed nonfiction collection for preschoolers by 30% by FY17.  
Measure: count
- Increase circulation of STEAM themed nonfiction collection for preschoolers by 30% by FY17.  
Measure: count
- Increase circulation of STEAM themed Museum Passes by 25% by FY17.  
Measure: count
- Increase preschool/daycare providers’ Library use by 10% by FY17.  
Measure: count
- Target preschool care providers for teacher card drive by FY18.  
Measure: count
- Increase circulation of STEAM themed kits by 10% by FY18.  
Measure: count, budget
- Reach out to commercial day care providers by FY18  
Measure: count
- Reach out to Home Day Care providers by FY19.  
Measure: count
- Increase programming at preschools to one by year by FY20  
Measure: count
- Provide Preschool Fair in partnership with Grafton Public Schools and Preschool/Day Care providers annually in November by FY20.  
Measure: count

# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

## **Objective 19: Increase cultural programming by 25% by FY17.**

### **Activities:**

- Host one (1) conversation circle annually around current events by FY16.  
Measure: count, outcome-based evaluation survey
- Offer one (1) musical program annually by FY16.  
Measure: count, outcome-based evaluation survey
- Invite expert speakers to host a series of lectures on comparative religions/faith by FY16.  
Measure: count, outcome-based evaluation survey
- Invite expert speakers to host a series of lectures on holidays around the world by FY17.  
Measure: count, outcome-based evaluation survey
- Offer one (1) dance program annually by FY18.  
Measure: count, outcome-based evaluation survey
- Offer one (1) fine arts workshop annually by FY18.  
Measure: count, outcome-based evaluation survey
- Celebrate International Education Week annually in November by FY19.  
Measure: count, calendar
- Offer one (1) folk art workshop annually by FY19.  
Measure: count, outcome-based evaluation survey
- Partner with Grafton Arts & Music Festival to host complimentary workshops and lectures by FY20.  
Measure: count
- Offer citizenship preparation workshop by FY20.  
Measure: count, outcome-based evaluation.

## **Objective 20: Add adaptive technologies by FY17.**

### **Activities:**

- Seek grants/gifts to cover the cost of a VISIO machine by FY16.  
Measure: count
- Add a large format eReader by FY18.  
Measure: count
- Add assistive software to public access computers by FY20.  
Measure: count

## **Objective 21: Increase “maker” style program (crafts, technology, coding, engineering, inventing, etc) by 10% by FY20.**

### **Activities:**

- Add evening knitting workshop for teens and adults by FY17.  
Measure: count
- Develop a maker survey by FY18.  
Measure: count, survey
- Offer one (1) “maker” for teens per year by FY18.  
Measure: count, outcome-based evaluation survey



## **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

- Offer one (1) “maker” style program for children per year by FY19.  
Measure: count, outcome-based evaluation survey
- Offer one (1) “maker” style program for tweens per year by FY19.  
Measure: count
- Develop Teen Tech Volunteer Program by FY18.  
Measure: count, outcome-based evaluation survey
- Offer one (1) “maker” style program for adults per month by FY19.  
Measure: count
- Add a 3D printer by FY20.  
Measure: count, usage statistics

### **Objective 22: Increase technology programming by 10% by FY20.**

#### **Activities:**

- Develop a technology survey by FY17.  
Measure: count, survey
- Offer a Technology Petting Zoo program once a month by FY17.  
Measure: count, outcome-based evaluation survey
- Develop Teen Tech Volunteer Program by FY18.  
Measure: count, outcome-based evaluation survey
- Offer one (1) technology Instruction session per year for adults by FY18.  
Measure: count, outcome-based evaluation survey
- Offer one (1) technology Instruction session for teens per year by FY19.  
Measure: count, outcome-based evaluation survey
- Offer one (1) technology Instruction session for children per month by FY20.  
Measure: count, outcome-based evaluation survey
- Develop and produce a library-themed Massively Multiuser Online Course (MOOC) by FY20.  
Measure: count, outcome-based evaluation

### **Objective 23: Implement a “Keep Me Safe” story time for children by FY20.**

#### **Activities:**

- Train staff in “Talking About Touching” curriculum by FY18.  
Measure: count, outcome-based evaluation survey
- Plan and execute one (1) “Keep Me Safe” story time series for children under age five by FY19.  
Measure: count, outcome-based evaluation survey
- Offer two (2) “Keep Me Safe” story time series for children under age five by FY19.  
Measure: count, outcome-based evaluation survey

# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

**Objective 24: Develop a staff schedule that allows for community outreach, professional development, and additional library programs by FY20.**

**Activities:**

- Evaluate current schedule by FY16.  
Measure: count
- Total the gap hours and design a plan for staff coverage that allows a minimum of five people scheduled at all times, covers Friday night and Sunday hours, and allows off desk time 25% of the time by FY18, and 50% of the time by FY20.  
Measure: count
- Request additional full-time equivalents (FTEs) in FY17, FY18, FY19, and FY20 to bring staffing level to par for a library serving a community of Grafton's size and scope (15 FTE by FY20).  
Measure: FY17-FY20 budgets

**Objective 25: Develop plans of service to a variety of target populations by FY20.**

**Activities:**

- Survey tweens (ages 9-12) in FY17 for input on library expectations by FY16.  
Measure: count, survey
- Evaluate current space, services and collections for tweens by FY16.  
Measure: count, report
- Write a plan of service for tweens by FY17.  
Measure: count
- Survey English Language Learners (ELL) for input on library expectations by FY17.  
Measure: count, survey
- Evaluate current space, services and collections for ELL by FY17.  
Measure: count, report
- Write a plan of service for ELL by FY18.  
Measure: count
- Survey seniors for input on library expectations by FY18.  
Measure: count, survey
- Evaluate current space, services and collections for seniors by FY18.  
Measure: count, report
- Survey teens (ages 9-12) for input on library expectations by FY18.  
Measure: count, survey
- Evaluate current space, services and collections for teens by FY18.  
Measure: count, report
- Write a plan of service for teens by FY18.  
Measure: count
- Write a plan of service for seniors by FY19.  
Measure: count
- Survey adults ages 18-30 for input on library expectations by FY19.  
Measure: count, survey

## **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

- Evaluate current space, services and collections for adults ages 18-30 by FY19.  
Measure: count, report
- Write a plan of service for adults ages 18-30 by FY20.  
Measure: count
- Survey new parents/working parents/nontraditional caregivers for input on library expectations by FY20.  
Measure: count, survey
- Evaluate current space, services and collections for new parents/working parents/nontraditional caregivers by FY20.  
Measure: count, report
- Write a plan of service for new parents/working parents/nontraditional caregivers by FY20.  
Measure: count

### **Objective 26: Increase volunteer program by 10% by FY20.**

#### **Activities:**

- Develop a volunteer gardener program by FY17.  
Measure: count, statistics
- Conduct annual volunteer appreciation event in partnership with the Friends of the Grafton Public Library by FY18.  
Measure: count, survey
- Conduct annual volunteer evaluation by FY19.  
Measure: survey, outcome-based evaluation survey
- Perform outreach to Grafton Middle School and High School guidance departments to seek youth volunteers by FY19.  
Measure: count
- Partner with National Honor Society and other interested, motivated teens to provide homework help to elementary and middle school students by FY20.  
Measure: count, statistics
- Provide opportunities for homeschooled students to volunteer at the Library by FY18.  
Measure: count, statistics
- Work with Friends to develop a Junior Friends of the Library by FY20.  
Measure: count
- Increase shelving volunteers to one for every hour the Library is open for each department (children, teens, adult) by FY20.  
Measure: count

# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

**Objective 27: Support Grafton School District students by increasing collaboration with the Grafton Public Schools through school library staff by 50% by FY20.**

**Activities:**

- Become an established partner in Parent-Teacher Group (PTG) fundraising events by FY16.  
Measure: count
- Survey high school students and caregivers regarding workshop/lecture topics by FY17.  
Measure: count, survey
- Investigate shared staff member with Grafton High School Library by FY17.  
Measure: count, budget
- Develop local school summer reading lists in collaboration with each school/the district by FY18.  
Measure: count
- Partner with Grafton Middle School to share a staff member by FY18.  
Measure: count, budget
- Provide a college essay-writing workshop in partnership by Grafton High School by FY18.  
Measure: count
- Provide an SAT help workshop in partnership by Grafton High School by FY19.  
Measure: count
- Partner with Grafton High School, Grafton Middle School, elementary schools, Grafton High School National Honor Society, and other interested and motivated teens to provide homework help sessions for elementary and middle school students by FY19.  
Measure: count, survey
- Provide a series of workshops and lectures for high school students and their caregivers in partnership with Grafton Public schools, regarding important transitions, by FY20.  
Measure: count
- Partner with South Grafton Elementary School and Millbury Street School to share a staff member by FY19.  
Measure: count, budget
- Partner with North Grafton Elementary School and North Street School to share a staff member by FY20.  
Measure: count, budget

**Objective 28: Provide access to cutting-edge technologies as a service to Library visitors.**

**Activities:**

- Update Technology Plan annually. (ongoing)  
Measure: count
- Conduct cost-analysis of convenient credit card transactions at the desk to supplement cash and check options by FY16.  
Measure: count, report
- Implement credit card transactions by FY17.  
Measure: count

## **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

- In partnership with the Friends of the Library, provide a way for Library supporters to make donations to the Friends/Library online by FY18.  
Measure: count
- Investigate a single card for access to all cultural services: Library, Recreation Department/Silver Lake and Senior Center that can be preloaded to pay for printing, faxing and other services, by FY20.  
Measure: count

## **Goal III: Create loyal, enthusiastic fans of the Library that become our promoters, champions and advocates.**

### **Objective 29: Develop publicity materials targeted at specific audiences annually.**

#### **Activities:**

- Develop Library publicity materials targeting teachers and homeschoolers by FY16.  
Measure: count
- Work with Town, local realtors and landlords to develop Library publicity materials for new residents by FY17.  
Measure: count
- Develop Library publicity materials targeting English Language Learners by FY17, including PR in native languages.  
Measure: count
- Develop Library publicity materials targeting nonusers by FY17.  
Measure: count
- Develop Library publicity materials targeting seniors by FY18.  
Measure: count
- Develop Library publicity materials targeting teens by FY18.  
Measure: count
- Develop Library publicity materials targeting new readers by FY19.  
Measure: count
- Develop Library publicity materials targeting parents/working parents/caregivers by FY19.  
Measure: count
- Develop Library publicity materials targeting adults ages 18-30 by FY20.  
Measure: count
- Develop a list of new target audiences by FY20.  
Measure: count FY20.
- Develop a children's room mascot in conjunction with logo design by FY20.  
Measure: count

### **Objective 30: Increase social media presence by 10% annually.**

#### **Activities:**

- Increase followers on all social media channels by 10% annually.  
Measure: count, metrics
- Evaluate reach and usefulness of social media channels quarterly.  
Measure: count, metrics
- Post to social media daily by FY17.  
Measure: count, metrics
- Investigate new channels to test by FY18.  
Measure: count, metrics
- Implement new Library brand and logo across all social media channels by FY20.  
Measure: count



# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

## **Objective 31: Offer quarterly contests annually.**

### **Activities:**

- Include Library PR in annual Town Census Mailing (ongoing) with raffle winner in March.  
Measure: count
- Host Friends bookmark contest annually in April, winners selected in May.  
Measure: count
- Offer prize drawings for Summer Reading Program Participants annually in September.  
Measure: count
- Offer prize drawing at Grafton celebrates the Holidays event annually in December.  
Measure: count

## **Objective 32: Focus on relationship building with one school and one organization per year.**

### **Activities:**

- Participate in OctoberFest and FunFair annually.  
Measure: count
- Attend South Grafton and North Grafton Parent Teacher Group meetings annually by FY16.  
Measure: count
- Partner with Grafton Little League and Recreation Department to promote summer reading program.  
Measure: count
- Staff a Library Table at each school's September open house by FY17.  
Measure: count
- Partner with local Scouts for service projects by FY17.  
Measure: count
- Present Teacher Resources in one (1) Grafton School District Professional Development day by FY18.  
Measure: count
- Launch Every Teacher a Card Campaign by FY18.  
Measure: count, usage stats
- Partner with Grafton Historical Society for programming and outreach by FY19.  
Measure: count
- Partner with Garden Club, Land Trust and/or Community Harvest Project for programming and outreach by FY20.  
Measure: count

## **Objective 33: Publish monthly column in newspaper by FY16.**

### **Activities:**

- Write column & publish monthly. (ongoing)  
Measure: count
- Schedule guest authors by FY17.  
Measure: count
- Publish every other week by FY19.  
Measure: count

# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

- Publish weekly by FY20.  
Measure: count

## **Objective 34: Library and Friends become marketing partners by FY17.**

### **Activities:**

- Director provides list of annual funding requests to Friends annually in April (ongoing).  
Measure: count, budget
- Library Administration and Friends develop joint referendum of understanding by FY16.  
Measure: count
- Staff support Friends initiatives such as annual membership drive, Grafton Celebrates the Holidays, Easter Egg Hunt, For the Love of Books, and Community Read (ongoing).  
Measure: count

## **Objective 35: Partner with one (1) Town department quarterly by FY16.**

### **Activities:**

- Produce a joint event with Senior Center annually in April. (ongoing)  
Measure: count
- Participate in Grafton Police Department's National Night Out annually in August (ongoing).  
Measure: count
- Partner with Recreation Department to produce Storytime in the Park series each summer. (ongoing)  
Measure: count
- Partner with Health Department for disaster preparedness, flu shots and other initiatives. (ongoing)  
Measure: count
- Post all program flyers at Municipal Center bulletin board by FY16.  
Measure: count
- Provide Library content for Superintendent's newsletter in September, January, and May by FY16.  
Measure: count
- Provide Library content for principal newsletters on a monthly basis by FY16.  
Measure: count
- Provide Library content in Parent Teach Group newsletters on a monthly basis by FY16.  
Measure: count
- Share summer reading program information in student backpacks by FY16.  
Measure: count

## **Objective 36: Conduct an "Every Kid A Card" campaign by FY19.**

### **Activities:**

- Celebrate National Library Card Signup Month annually in September, with town wide proclamation, posters in all schools, and incentives. (ongoing)  
Measure: count
- Seek grants/gifts for sponsor for posters, bookmarks, and stickers by FY18.  
Measure: count
- Include Library card information for grade 3 Grafton history project day by FY19.

# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

Measure: count

- Partner with at least one (1) teacher in grades 3, 7, and 9 to present Library resources by FY18.

Measure: count

Host a Library Card Drive at the Middle School and High School in September by FY18.

Measure: count

- Develop incentive program for frequent library card use by FY18.

Measure: count

- Implement a “we miss you!” email/postcard reminder program to encourage return visits by FY19.

Measure: count

- Partner with at least one (1) teacher in grades 2, 4 & 6 to promote summer reading program by FY19.

Measure: count

- Add “Every Teacher a Card” campaign in FY19.

Measure: count

- Develop baby bags for expectant mothers and newborns by FY19.

Measure: count

## **Objective 37: Participate in Grafton Community Television (GCTV) monthly by FY20.**

### **Activities:**

- Feed Library content from GCTV to Library social media sites by FY16.

Measure: count

- Film a “Library Minute” segment monthly by FY16.

Measure: count

- Produce a Library Walkthrough video by FY17.

Measure: count

- Produce one (1) new “Storytellers” episode every month by FY17.

Measure: count

- Train two (2) staff members as GCTV producers by FY18.

Measure: count

- Produce two (2) new “Storytellers” episodes every month by FY18.

Measure: count

- Host Live local cable access shows or segments by FY19.

Measure: count, OBE

- Produce four (4) new “Storytellers” episodes every month by FY20.

Measure: count

## **Objective 38: Develop a Library logo and brand by FY20.**

### **Activities:**

- Meet with focus group to update Library mission, vision, and values statement by FY18.  
Measure: count
- Work with Friends / Trustees to hire a professional artist/designer by FY18.  
Measure: count
- Produce a design and tagline by FY19.  
Measure: count
- Implement new brand and logo, to include a children's room mascot, across all social media, stationary, incentives and staff t-shirts by FY20.  
Measure: count

## **Objective 39: Promote a "Know Your Community" campaign by FY20.**

### **Activities:**

- Develop a business bulletin board for job seekers and small businesses by FY16.  
Measure: count, policy
- Participate in Community Focus group events by FY17.  
Measure: count
- Provide a central repository for community information by FY18.  
Measure: count
- Feature Library partners/members on our website and social media by FY20.  
Measure: count

**Goal IV: Provide an up-to-date, attractive, adaptable facility that is appropriate for the size, scope and needs of our diverse community.**

**Objective 40: Upgrade computers on a 3-5 year rotation, as dictated by technology needs.**

**Activities:**

- Research best pricing through COMMBUYS and Town IT. (ongoing)  
Measure: count, report
- Budget for new children's computers in FY17.  
Measure: count
- Propose self-checks as Capital Project for FY18.  
Measure: count
- Budget for new public computers in FY19.  
Measure: count
- Budget for new staff computers in FY20.  
Measure: count

**Objective 41: Upgrade furniture on a 5-10 year rotation, as dictated by wear and tear, to provide comfortable, ergonomic and attractive seating for visitors of all ages and sizes.**

**Activities:**

- Research best pricing through COMMBUYS. (ongoing)  
Measure: count, report
- Develop an inventory of furniture on site and in storage by FY16.  
Measure: count
- Share needs with Friends, Foundation and Town by FY 18.  
Measure: count
- Partner with Job Corps, Blackstone Valley Tech, or to refurbish original tables and chairs by FY18.  
Measure: count
- Develop a campaign for gift purchases of furniture with the Library Foundation by FY20.  
Measure: count, report

**Objective 42: Participate in Gates Foundation facilities use study by FY16.**

**Activities:**

- Work with MBLC to assess space, services and collections, using "Design Thinking for Libraries" as a guide, by FY16.  
Measure: report
- Aggressively weed the Children's collection by FY17.  
Measure: count, statistics
- Reconfigure Children's space by FY18.  
measure: count

## **Objective 43: Provide reliable wireless access by FY16.**

### **Activities:**

- Work with Town IT to install three additional routers in Library by FY16.  
Measure: count
- Troubleshoot wireless printing and provide handout for public by FY16.  
Measure: count
- Use software to collect wireless metrics by FY16.  
Measure: count, statistics

## **Objective 44: Develop a mobile app for website by FY18.**

### **Activities:**

- Solicit quotes by FY16.  
Measure: count
- Seek grant/gift funding by FY16.  
Measure: count
- Review proposals by FY16.  
Measure: count
- Hire a designer/company by FY17.  
Measure: count
- Launch by FY17.  
Measure: count, statistics

## **Objective 45: Apply for 2016-2017 MA Public Library Construction Program grant by FY17, pending Town Meeting Support.**

### **Activities:**

- Complete Building Program by FY16.  
Measure: count
- Reconvene Library Building Committee by FY16.  
Measure: count
- Hire an Owner's Project Manager by FY16.  
Measure: count
- Hire an architect by FY16.  
Measure: count
- Work with Building Committee, Staff, Trustees, Friends, Community, and others to develop a moderate floor plan and design to serve Grafton through 2035.  
Measure: count
- Request permission to apply, accept and expend grant funds by FY17.  
Measure: count
- Request appropriation of up to \$75,000 for architectural services by FY17.  
Measure: count
- Request approval of project design by FY17.

# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

Measure: count

- Submit Letter of Intent by FY17

Measure: count

- Attend Grant workshop in FY17.

Measure: count

- Apply for MPLCP Grant in FY17.

Measure: count

## **Objective 46: Add self-check workstations by FY17.**

### **Activities:**

- Submitted as capital improvement project for FY17.

Measure: count

- Post bid, gather quotes and hire a vendor by FY17.

Measure: count, report

- Install self-check by FY17

Measure: count

- Relocate hold pick up shelf for patron convenience by FY18.

Measure: count

- Investigate other self-service options to empower patrons by FY19.

Measure: count

- Add automated return by FY20.

Measure: count

## **Objective 47: Investigate outdoor space to extend the Library's facility by FY18.**

### **Activities:**

- Patio project submitted as capital improvement project for FY17.

Measure: count

- Post bid, gather quotes and hire a vendor by FY17.

Measure: count

- Install patio by FY17.

Measure: count

- Select all-weather furniture to compliment Super Park by FY17.

Measure: count

## **Objective 48: Increase Library hours by 15% by FY20.**

### **Activities:**

- Complete Objectives 18 and 38 before proceeding.

Measure: count

- Implement reliable wireless, available 24/7 and accessible from the parking area and Common, by FY17.

Measure: count, statistics

- Add 4 hours to Friday (5-9pm) by FY17.

# **GRAFTON PUBLIC LIBRARY STRATEGIC PLAN 2016-2020**

Measure: count

- Add Saturday hours (increase to 6pm) by FY19.

Measure: count

- Add Sunday hours (12-6, September-May) by FY20.

Measure: count

- The Library website and mobile site delivers a 24/7 mobile, digital branch by FY20.

Measure: statistics

## **Objective 49: Investigate a tween space by FY20.**

### **Activities:**

- Complete Objectives 11 and 36 and before proceeding.

Measure: count

- Survey tweens for preferences by FY18.

Measure: count, survey

- Relocate collection by FY20.

Measure: count

- Purchase furniture and shelving by FY20.

Measure: count

## **Objective 50: Provide community information on the Library's website and in the Library facility.**

### **Activities:**

- A page on the website provides links to Town departments and local information by FY17.

Measure: count

- Grafton maps and transportation information are available to all visitors by FY20.

Measure: count

## **Objective 51: Identify meeting space for Library activities and local groups by FY20.**

### **Activities:**

- Complete objective 45 before proceeding.

Measure: count

- Evaluate current space and needs by FY17.

Measure: count, building program

## **Objective 52: Investigate quiet study space by FY20.**

### **Activities:**

- Complete objective 45 before proceeding.

Measure: count

- Evaluate current space and needs by FY17.

Measure: count, building program



## **Objective 53: Investigate a separate teen space by FY20.**

### **Activities:**

- Complete objective 45 before proceeding.  
Measure: count
- Evaluate current space and needs by FY17.  
Measure: count, building program

Andy Deschenes will provide an update on One Grafton Common including the Boulevard.

Attorney Henry Lane and Mr. Michael Peters of the Grafton Flea Market will come before the Board. They have prepared plans for an alternative location to address some of the issues raised at the initial meeting requesting a liquor license.

This will be a continuance of the December 15<sup>th</sup> Liquor License request for the Grafton Flea Market public hearing of December 15, 2015.

Sample motion: I move to reconvene the December 15<sup>th</sup>, 2015 Liquor License hearing for the Grafton Flea Market.

## Laura St John Dupuis

---

**Subject:** FW: FW: Grafton Flea Market-  
**Attachments:** 3714.001\_20160224\_170937.PDF; 3714.001\_20160224\_171029.PDF

-----Original Message-----

From: Henry J. Lane [<mailto:hlane@laneandhamer.com>]  
Sent: Wednesday, February 24, 2016 5:19 PM  
To: Laura St John Dupuis  
Subject: RE: FW: Grafton Flea Market-

Laura,

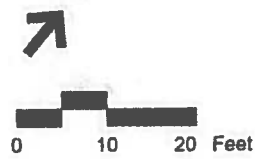
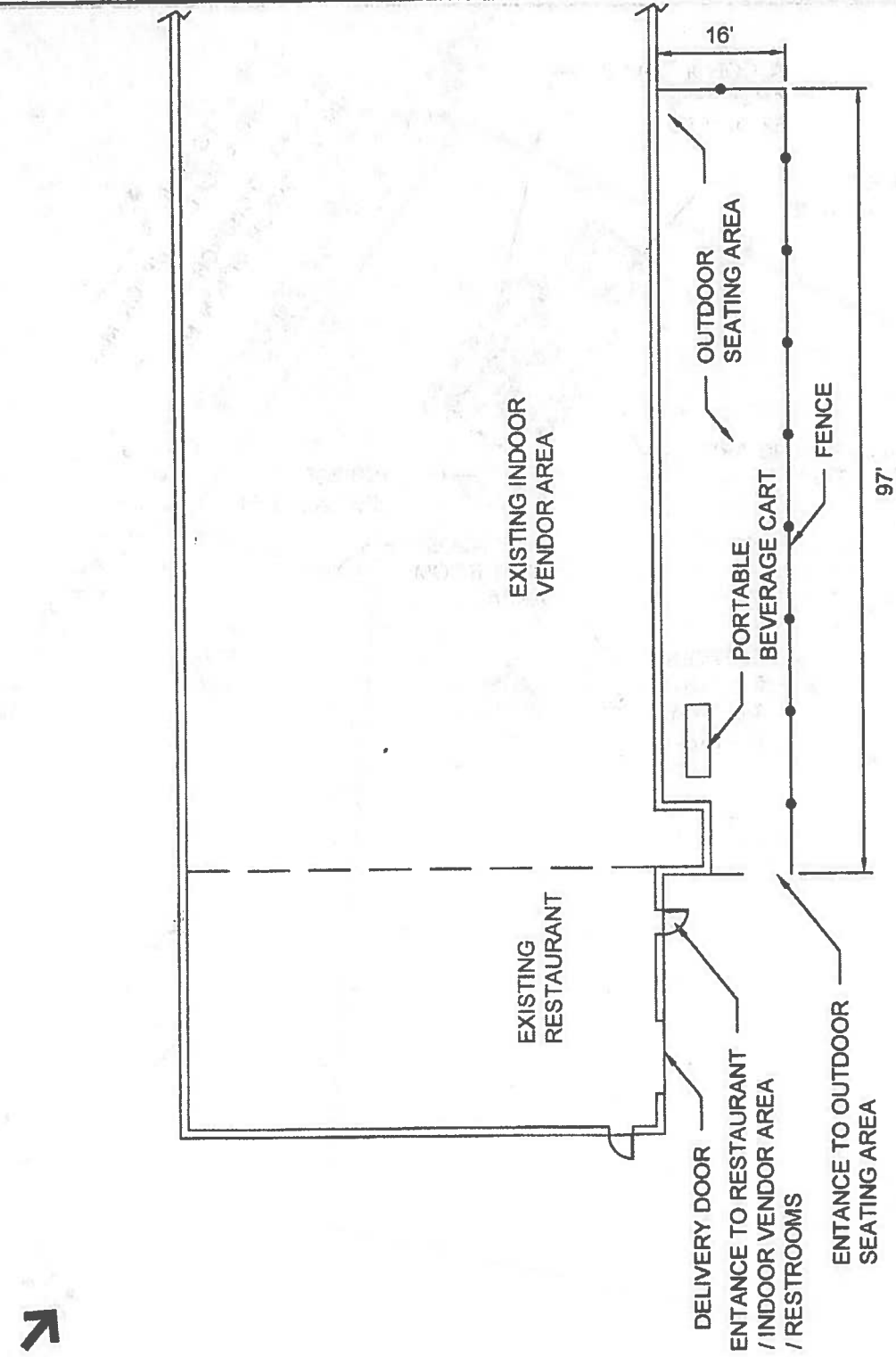
We would like to be on the agenda for the March 1, 2016 meeting of the Board of Selectmen to follow up on the license for the Grafton Flea Market. We have prepared plans for an alternative location to address some of the issues raised at the initial meeting and copies of those plans are attached. I would appreciate it if you could confirm our spot on the agenda. Thanks.

Henry J. Lane, Attorney  
Lane and Hamer  
100 Main Street  
Whitinsville, Mass. 01588

Phone: 508-234-4400  
Fax: 508-234-4966  
E-mail: [hlane@laneandhamer.com](mailto:hlane@laneandhamer.com)



PLAN SHEET 1 OF 10 - 1/7/2016



**MIDPOINT**  
ENGINEERING + CONSULTING

826 SOUTHBRIDGE STREET  
AUBURN, MA 01501  
(508) 721-1900  
pdoherty@midpointengineering.com

EXHIBIT B revised 1/7/2016

Floor Plan  
Grafton Flea Market, Inc  
296 Upton Street  
Grafton, MA



Red Extra Large Super Arctic 080  
Mobile 456 qt. Cooler with Wheels

WebstaurantStore.com

**\$1,649.00**

+\$286.15 shipping. No tax

SHOP

Color: Red



Product details



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Do not click Back-Space to leave this window





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# Certificate of Completion

This Certificate of Completion of  
eTIPS On Premise 2.0  
For coursework completed on December 30, 2015  
provided by Health Communications, Inc.  
is hereby granted to:

**Laura Peters**

Certification to be sent to:

**The Grafton Flea Market  
185 Blackstone St  
Mendon MA, 01756-1311 USA**



HEALTH COMMUNICATIONS INC.



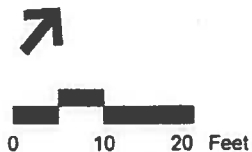
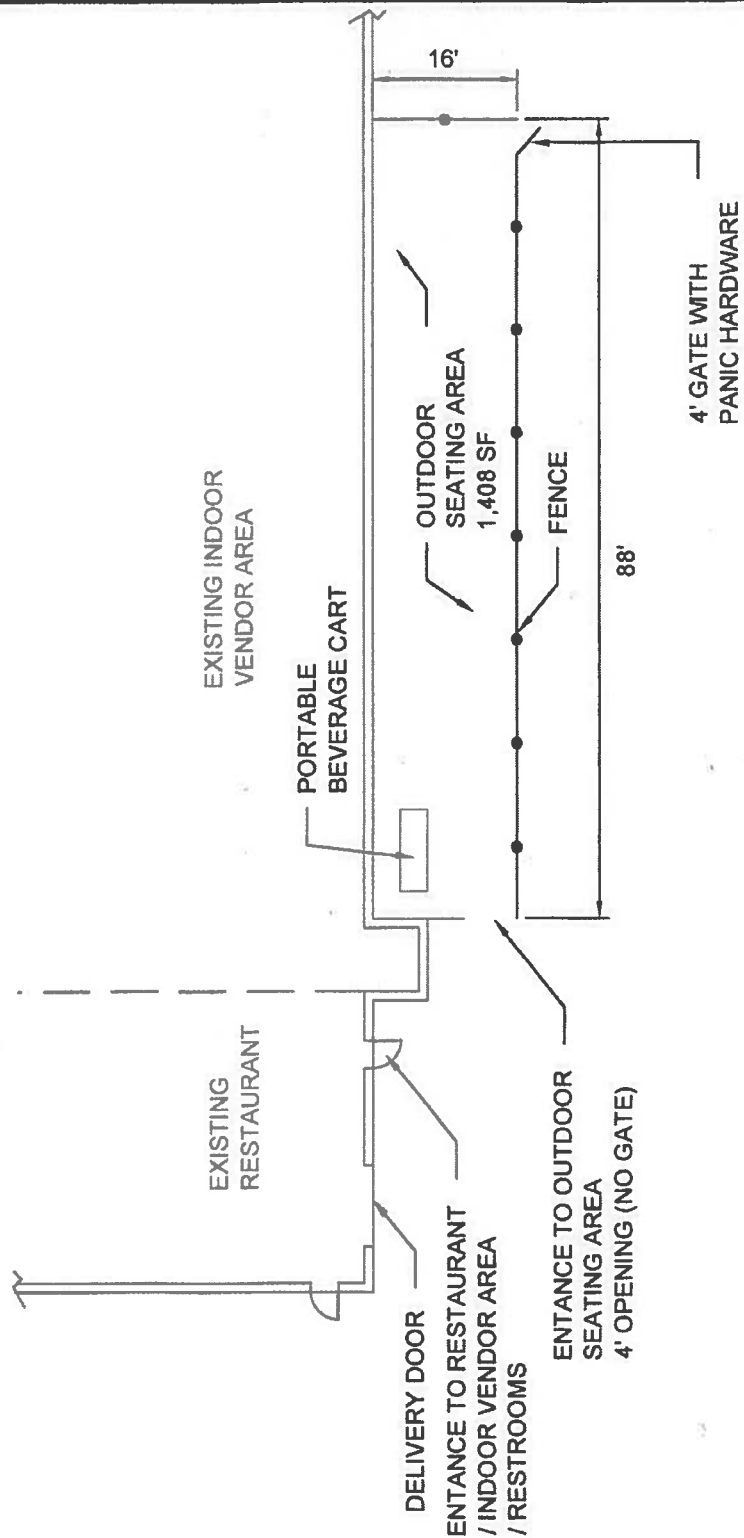
This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

NOTES:

USE GROUP: A-2

OCCUPANT LOAD:  
UNCONCENTRATED TABLE & CHAIRS  
1,408 SF X 1 OCCUPANT PER 15 SF  
94 TOTAL OCCUPANTS

NUMBER OF EXITS:  
2 REQUIRED FOR OCCUPANCY  
GREATER THAN 49

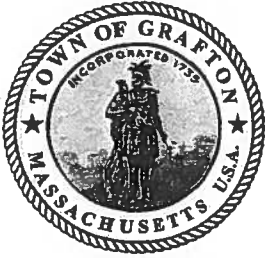


**MIDPOINT**  
ENGINEERING + CONSULTING

826 SOUTHBRIDGE STREET  
AUBURN, MA 01501  
(508) 721-1900  
pdoherty@midpointengineering.com

EXHIBIT B revised 1/29/2016

Floor Plan  
Grafton Flea Market, Inc  
296 Upton Street  
Grafton, MA



**OFFICE OF THE BOARD OF SELECTMEN**

30 Providence Road

Grafton, MA 01519

(508) 839-5335

BOSGroup@grafton-ma.gov

www.grafton-ma.gov

RECEIVED TOWN CLERK  
GRAFTON, MA

2015 NOV 20 AM 11 02

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*Craig Dauphinais, Chairman  
Jennifer Thomas, Vice Chair  
Bruce Spinney, II, Clerk  
Brook Padgett  
Dennis Flynn*

**LEGAL NOTICE**

**BOARD OF SELECTMEN**

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Michael G. Peters, d/b/a Grafton Flea Market, 185 Blackstone Street, Mendon MA 01756 for a Beer and Wines Alcoholic License at premises located at 296 Upton Street, Grafton, MA 01519.

Premises to be licensed are located at 296 Upton Street, as shown on a plan on file in the Board of Selectmen's office.

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, December 15, 2015 at their meeting beginning at 7:00 PM

**Grafton Board of Selectmen**

**Craig Dauphinais, Chairman  
Jennifer Thomas, Vice Chair  
Bruce Spinney, III, Clerk  
Brook Padgett  
Dennis Flynn**

Published November 25, 2015  
Grafton News  
Town Bulletin Board



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

Michael G. Peters Inc. D/B/A Grafton Flea Market

ADDRESS

185 Blackstone Street

CITY/TOWN

Mendon

STATE MA

ZIP CODE

01756

**TRANSACTION TYPE (Please check all relevant transactions):**

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit       | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License        |
| <input type="checkbox"/> Change Corporate Name           | <input type="checkbox"/> Issuance of Stock              | <input type="checkbox"/> New Stockholder      | <input type="checkbox"/> Transfer of Stock          |
| <input type="checkbox"/> Change of License Type          | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock      | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location              | <input type="checkbox"/> More than (3) §15              | <input type="checkbox"/> Pledge of License    | <input type="checkbox"/> 6-Day to 7-Day License     |
| <input type="checkbox"/> Change of Manager               | <input checked="" type="checkbox"/> New License         | <input type="checkbox"/> Seasonal to Annual   |   |
| <input type="checkbox"/> Other                           |   |   |   |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE  
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**  
**P. O. BOX 3396**  
**BOSTON, MA 02241-3396**

## APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Grafton

### 1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Michael G. Peters Inc.

B. Business Name (if different) : Grafton Flea Market

C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 296 Upton Street

City/Town: Grafton

State: MA

Zip: 01519

F. Business Phone: (508) 839-3317

G. Cell Phone: (508) 789-1470

H. Email: mikepeters6581@yahoo.com

I. Website: graftonflea.com

J. Mailing address (If different from E.): 185 Blackstone Street

City/Town: Mendon

State: MA

Zip: 01756

### 2. TRANSACTION:

- ☒ New License    ☐ New Officer/Director    ☐ Transfer of Stock    ☐ Issuance of Stock    ☐ Pledge of Stock  
☐ Transfer of License    ☐ New Stockholder    ☐ Management/Operating Agreement    ☐ Pledge of License

The following transactions must be processed as new licenses:

- ☐ Seasonal to Annual    ☐ (6) Day to (7)-Day License    ☐ Wine & Malt to All Alcohol

**IMPORTANT ATTACHMENTS (1):** The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

### 3. TYPE OF LICENSE:

- ☐ §12 Restaurant    ☐ §12 Hotel    ☐ §12 Club    ☐ §12 Veterans Club    ☐ §12 Continuing Care Retirement Community  
☒ §12 General On-Premises    ☐ §12 Tavern (No Sundays)    ☐ §15 Package Store

### 4. LICENSE CATEGORY:

- ☐ All Alcoholic Beverages    ☒ Wines & Malt Beverages    ☐ Wines    ☐ Malt  
☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

### 5. LICENSE CLASS:

- ☒ Annual    ☐ Seasonal

**6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)**

NAME: Henry J. Lane, Lane and Hamer, P.C.

ADDRESS: 100 Main Street

CITY/TOWN: Whitinsville STATE: MA ZIP CODE: 01588

CONTACT PHONE NUMBER: (508) 234-4400 FAX NUMBER: (508) 234-4966

EMAIL: hlane@laneandhamer.com

**7. DESCRIPTION OF PREMISES:**

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

A 12' x 22' (264 sq. ft) 1 room shed with sales window, 1 employee entrance/exist, and 1 delivery overhead door; fenced in outdoor seating area 40' x 50' (2,000 sq. ft). with 2 entrances/exists.

Total Square Footage: 2,264 Number of Entrances: 2 Number of Exits: 2

Occupancy Number: 60 Seating Capacity: 60

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**8. OCCUPANCY OF PREMISES:**

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Corporation Other:

Name: Grafton Flea Market, Inc. Phone: (508) 839-2217

Address: P.O. Box 206 City/Town: Grafton State: MA Zip: 01519

Initial Lease Term: Beginning Date July 1, 2010 Ending Date open

Renewal Term: Options/Extensions at: Years Each

Rent: 12,000.00 Per Year Rent: 1,000.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?  
Yes ☐ No ☒

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

**9. LICENSE STRUCTURE:**

The Applicant is a(n):

Corporation

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

7/12/2010

State of Incorporation/Organization: Massachusetts

Is the Corporation publicly traded? Yes ☐ No ☒**10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license.

**IMPORTANT ATTACHMENTS (4):**A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
Michael G. Peters	Pres., Treas., Sec., Director	100%	

\*If additional space is needed, please use last page.

**11. EXISTING INTEREST IN OTHER LICENSES:**

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

\*If additional space is needed, please use last page.

**12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

**13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:**

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

**14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :****A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes ☒ No ☐
2. Are you a Massachusetts Residents? Yes ☒ No ☐

**B.) For Corporation(s) and LLC(s) :**

1. Are all Directors/LLC Managers U.S. Citizens? Yes ☒ No ☐
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes ☒ No ☐
3. Is the License Manager a U.S. Citizen? Yes ☒ No ☐

**C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☒ No ☐

**15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:****A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes ☒ No ☐

**B.) For Corporation(s) and LLC(s) :**

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes ☐ No ☒
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes ☒ No ☐

**C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☒ No ☐



**16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:**

A. Purchase Price for Real Property:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

10,000.00

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

2,500.00

F. Other: (Specify)

**G: TOTAL COST**

12,500.00

**H. TOTAL CASH**

12,500.00

**I. TOTAL AMOUNT FINANCED**

- 0 -

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

**17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):**

Cash on hand

\*If additional space is needed, please use last page.

**18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:**

A.		
Name	Dollar Amount	Type of Financing

\*If additional space is needed, please use last page.

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes ☐ No ☒

If yes, please describe:

**19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)**

A.) Is the applicant seeking approval to pledge the license? ☐ Yes ☒ No

1. If yes, to whom:

2. Amount of Loan:  3. Interest Rate:  4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? ☐ Yes ☒ No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? ☐ Yes ☒ No

If yes, to whom:

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

**20. CONSTRUCTION OF PREMISES:**

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: ☒ Yes ☐ No

A 12' x 22' shed with and outside seating area 40' x 50' to be constructed.

**21. ANTICIPATED OPENING DATE:**

**IF ALL OF THE INFORMATION AND  
ATTACHMENTS ARE NOT COMPLETE  
THE APPLICATION WILL BE  
RETURNED**

### APPLICANT'S STATEMENT

I, Michael G. Peters the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member  
Authorized Signatory

of Michael G. Peters, Inc., hereby submit this application for wine and malt beverage license  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Michael G. Peters

Date:

10/19/15

Title:

President



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**MANAGER APPLICATION**

All proposed managers are required to complete a Personal Information Form,  
and attach a copy of the corporate vote authorizing this action and appointing a manager.

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):   
Address:   
City/Town:  State:  Zip Code:   
ABCC License Number:  (If existing licensee) Phone Number of Premise:

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:   
C. List the number of hours per week you will spend on the licensed premises:

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization:  C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

**4. BACKGROUND INFORMATION:**

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest  
in a license to sell alcoholic beverages? Yes ☐ No ☒

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that  
has been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☐ No ☒

If yes, please describe:

D. List your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

1985-2015 Manager, Grafton Flea Market, 296 Upton Street, Grafton, MA  
1993-6/2014 Manager/Accounting Office, Medway Country Manor, 115 Holliston St., Medway, MA 02053  
(508)533-6634

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**PERSONAL INFORMATION FORM**

Each individual listed in Section 10 of this application must complete this form.

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee C Michael G. Peters, Inc.

B. Business Name (dba) Grafton Flea Market

Address 185 Blackstone Street

D. ABCC License Number  
(If existing licensee)

City/Town Mendon

State MA

Zip Code 01756

F. Phone Number of Premise 508/839-2217

G. EIN of License 27-3018940

**2. PERSONAL INFORMATION:**

A. Individual Name Michael G. Peters

B. Home Phone Number 508/789-1470

C. Address 185 Blackstone Street

D. City/Town Mendon

State MA

Zip Code 01756

E. Social Security Number 033-48-9664

F. Date of Birth 12/6/1963

G. Place of Employment Grafton Flea Market

**3. BACKGROUND INFORMATION:**

Have you ever been convicted of a state, federal or military crime?

Yes ☐ No ☒

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license (i.e. percentage ownership).

Own 100% of the stock of applicant.

\*If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date

Title

(If Corporation/LLC Representative)



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Michael G. Peters, Inc.	CITY/TOWN:	Grafton
---	--	----------------	-------------------------	------------	---------

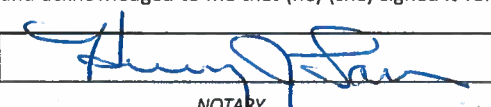
**APPLICANT INFORMATION**

LAST NAME:	Peters	FIRST NAME:	Michael	MIDDLE NAME:	G			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Framingham, MA					
DATE OF BIRTH:	12/6/1963	SSN:	033-48-9664	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Melanson	DRIVER'S LICENSE #:	S43687182	STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	170	EYE COLOR:	brown
CURRENT ADDRESS:	185 Blackstone Street							
CITY/TOWN:	Mendon	STATE:	MA	ZIP:	01756			
FORMER ADDRESS:	44 Camp Street							
CITY/TOWN:	Milford	STATE:	MA	ZIP:	01757			

**PRINT AND SIGN**

PRINTED NAME:	Michael G. Peters	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-------------------	-------------------------------	--

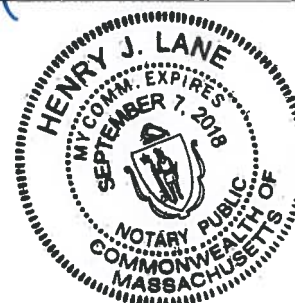
**NOTARY INFORMATION**

On this	October 19, 2015	before me, the undersigned notary public, personally appeared	Michael G. Peters
(name of document signer), proved to me through satisfactory evidence of identification, which were	Personally known		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
			
		NOTARY	

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCII Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.



*Mile*

# The Commonwealth of Massachusetts

UNITED STATES OF AMERICA

## Certificate of Birth

I, the undersigned, hereby certify that I am the Clerk of the TOWN  
of MILFORD, County of WORCESTER, and Commonwealth of Massachusetts;  
that as such I have custody of the records of Birth required by law to be kept in my office; that among  
such records is one relating to the birth of Michael Gregory Peters  
and that the following is a true copy of so much of said record as relates to said birth, namely:

1. Name of Child - - - -	Michael Gregory Peters
2. Date & Time of Birth - - -	December 6th 1963
3. Place of Birth - - - -	Framingham Union Hospital, Framingham, Mass.
4. Sex - - - - -	Male Color White If Twin
5. Name of Father - - - -	John Peters
6. Residence of Father - - -	Milford, Mass.
7. Birthplace of Father - - -	Milford, Mass.
8. Occupation of Father - - -	Bread Salesman
9. Name of Mother - - - -	Barbara A. Peters Nee Melanson
10. Residence of Mother - - -	Milford, Mass.
11. Birthplace of Mother - - -	Milford, Mass.
12. Occupation of Mother - - -	
13. Date of Record - - - -	December 31st 1963
14. Date of Amendment - - - -	

And I do hereby certify that the foregoing is a true copy from said records.

Witness my hand and seal of said Town of Milford

on this 30th day of April 19 84

*Anna M. Beyer*  
Clerk

Year 1963  
Vol. 14  
Page 20  
No. 570

**MICHAEL G. PETERS, INC.**

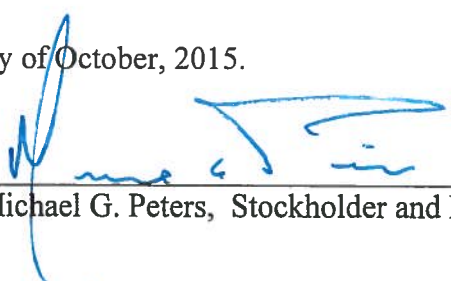
**ACTION BY SHAREHOLDERS AND DIRECTORS**

I, **MICHAEL G. PETERS**, being the sole shareholder and director of **MICHAEL G. PETERS, INC.** do hereby take the following action in lieu of a special meeting of the shareholders and directors.

1. **MICHAEL G. PETERS, INC.** is hereby authorized to apply for a license to sell wines and malt beverages (General on Premises) at the Grafton Flea Market at 296 Upton Street, Grafton, MA, and the corporation hereby authorizes Michael G. Peters, its President and chief officer to apply for said license.
2. The corporation hereby appoints Michael G. Peters to be the manager of the Grafton Flea Market and its wine and malt beverage service at 296 Upton Street, Grafton, MA.
3. The appointment of Michael G. Peters as manager of the Grafton Flea Market and its alcoholic beverage service shall be active until a change in manager has been approved by the local licensing authority.

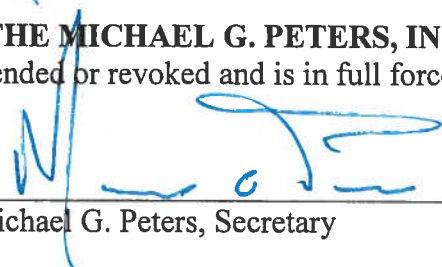
The foregoing action was taken on October 15, 2015, and shall be construed as a duly adopted vote of the shareholders and director(s) of the corporation.

Witness my hand and seal, this 19th day of October, 2015.



Michael G. Peters, Stockholder and Director

I, Michel G. Peters, Secretary of **THE MICHAEL G. PETERS, INC.** certify that the foregoing vote has not been amended or revoked and is in full force and effect.



Michael G. Peters, Secretary

October 19, 2015



MASSACHUSETTS DEPT. OF REVENUE  
P.O. BOX 7086  
BOSTON, MA 02204



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MARK E. NUNNELLY, COMMISSIONER  
CHARLENE HANNAFORD, ACTING DEPUTY COMMISSIONER

MICHAEL G PETERS, INC  
185 BLACKSTONE STREET  
MENDON, MA 01756

T/P ID 273018940  
Date 10/29/2015  
Bureau CERTIFICATE

### **CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE**

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

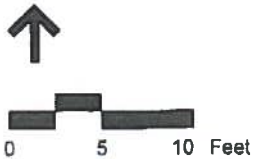
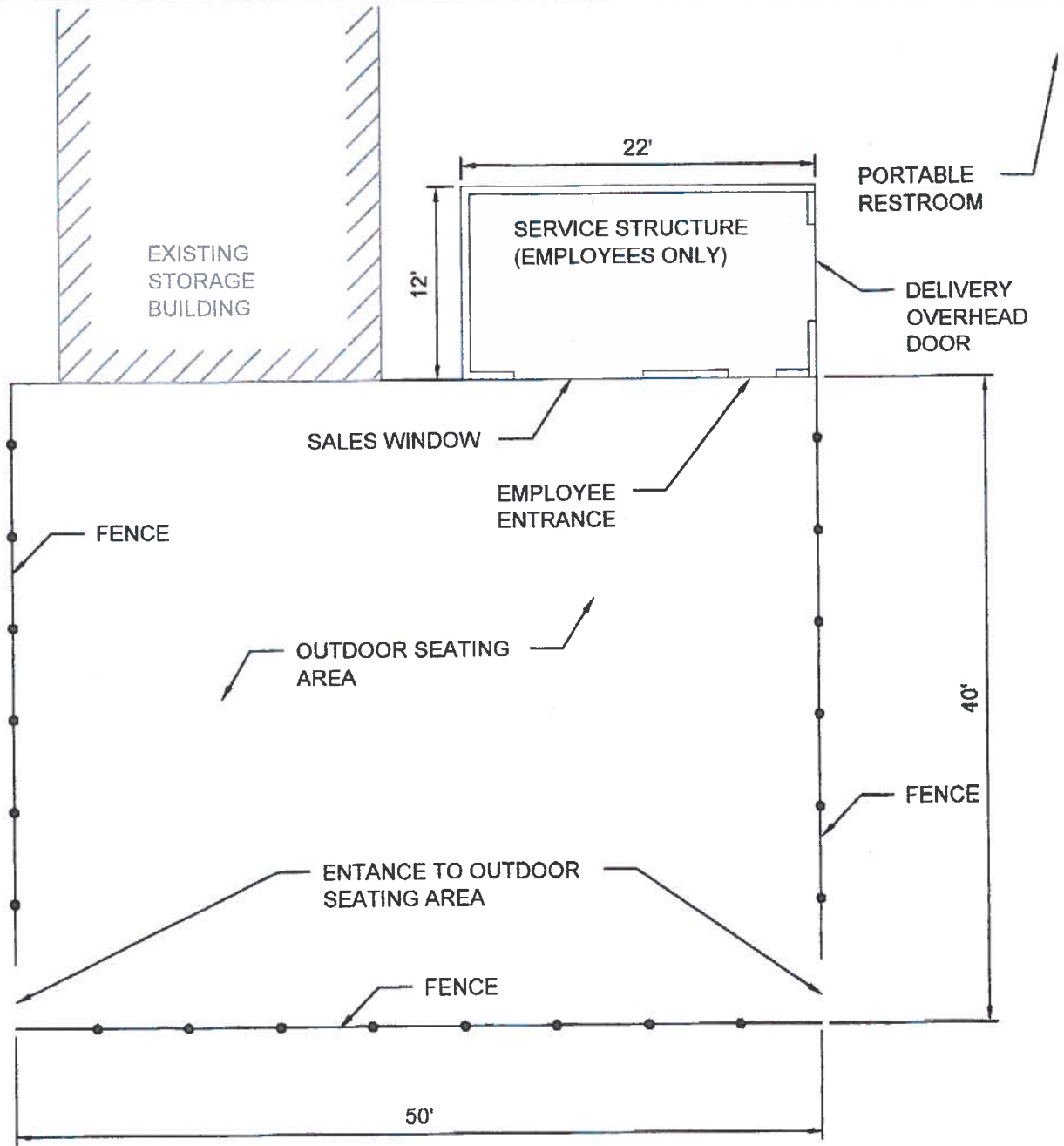
This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C,  
SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "Charlene Hannaford", is written over a horizontal line.

Charlene Hannaford, Acting Deputy Commissioner



**MIDPOINT**  
ENGINEERING + CONSULTING

826 SOUTHBRIDGE STREET  
AUBURN, MA 01501  
(508) 721-1900  
pdoherty@midpointengineering.com

EXHIBIT B 4/29/2015

Floor Plan  
Grafton Flea Market, Inc  
296 Upton Street  
Grafton, MA

Site Plan  
Grafton Flea Market, Inc  
296 Upton Street  
Grafton, MA

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## COMMERCIAL LEASE

Lease Agreement entered into this 4<sup>th</sup> day of August, 2010, by and between GRAFTON FLEA MARKET, INC., a Massachusetts corporation with a mailing address of P.O. Box 206, Grafton, MA 01519 (hereinafter referred to as the "Lessor") and MICHAEL G. PETERS, INC., a duly organized and existing Massachusetts corporation with a principal place of business at 296 Upton Street, Grafton, Massachusetts 01519 (hereinafter referred to as the "Lessee").

1. Premises. The Lessor does hereby lease, demise, and let unto the Lessee a that certain parcel of property with all buildings and improvements thereon, to be further described and delineated on Exhibit "A" attached hereto, containing two (2) structures and located at 289-296 Upton Street, Grafton, Massachusetts (the "Premises" or "Demised Premises") as shown on the plan attached hereto as Exhibit "A", together with the right to use and access all driveways, means of ingress and egress and all parking areas designated on the attached plan (the "Leased Premises"). The Leased Premises are leased subject to all easements, covenants, rights and restrictions of record.

2. "As-is". Lessor shall not be required to make any repairs, perform any work, install any fixtures or equipment or render any service to make the Leased Premises ready or suitable for Lessee's use or occupancy. Lessor hereby delivers to Lessee and Lessee hereby accepts from Lessor, the Leased Premises, "as-is", with all faults.

3. Term. The term of the Lease shall be for one year commencing on August 1, 2010 (the "Commencement Date") and ending on July 31, 2011; provided, however, that the term shall be automatically renewed, unless Lessor shall, in its sole discretion, provide written notice to Lessee sixty (60) days before the end of any term, that it wishes to terminate said lease at the expiration of that current term, which when done, shall become the termination of lease (the "Termination Date").

4. Rental. The Base Rent shall be as follows:

Lease Years 1-5	Annual-\$12,000.00	Monthly-\$1,000.00
Lease Years 6-Termination	Annual-TBD (see below)	

All rent shall be due and payable on the first day of each month in advance. Upon Lessee's execution of this Lease, the Lessee shall pay the Lessor the first month's rent in the amount of \$1,000.00 No Security Deposit shall be required..

4.01 Additional Rent. All other sums as shall become due and payable by Lessee to Lessor under this Lease shall be considered additional rent ("Additional Rent"). Lessee

shall pay the Rental to Lessor at Lessor's address first set forth hereinabove, or at such other place as Lessor may designate in writing from time to time, without any deduction, reduction, recoupment or set-off whatsoever and, except as otherwise expressly provided hereunder, without any statement whatsoever.

4.02 Interest. If Lessee shall fail to pay when due any Rental within ten (10) days of the date due and payable, Lessee shall pay to Lessor, as Additional Rent, interest on the unpaid Rental, such interest accruing at the rate of three percent (3%) above the prime rate of interest, as reported by the Wall Street Journal, from the date due until the date paid.

4.03 Late Charge. If Lessee shall fail to pay when due any Rental within ten (10) days of the date of receipt of notice from Lessor that the same was due and unpaid, then Lessee shall pay to Lessor, as Additional Rent, a late charge equal to four (4%) percent of the unpaid Rental, as an agreed and liquidated amount as compensation for Lessor's additional administrative expenses relating to such late payment. The provisions of this are in addition to any other remedies available to Lessor with respect to non-payment of Rental.

5. Utilities and Services. Lessee shall pay when due all costs, charges, deposits and assessments related to the hook-up, furnishing, consumption, maintenance and installations of water, water pressure, gas, electricity, fuel, light, heat, power, telephone, sanitary and storm sewer, rubbish and trash removal and any other utilities or services (collectively, "Utilities") attributable to or servicing the Leased Premises, whether located in or outside the Leased Premises. Except for Lessor's negligent or otherwise tortious acts, Lessor shall have no liability to Lessee or any other party for any inadequacy, cessation, or interruption of any Utilities. Lessee shall not install or utilize any equipment which may or will exceed or overload the capacity of any Utilities furnished or servicing the Premises.

6. Common Areas. Lessor grants to Lessee a non-exclusive license to use the entrances, exits, parking areas, sidewalks and other portions of the Common Area (as hereinafter defined) as they are or may be from time to time constituted and designated by Lessor for the common usage of Lessor and the Lessee and their respective successors, assignees, employees, agents, customers, invitees and licensees. "Common Area" shall mean, but not necessarily be limited to, (i) that part of the Premises on which no building is constructed for rental to the general public, (ii) all areas and space provided by Lessor for the common or joint use and benefit of Lessee in the Leased Premises and its employees, agents, customers and other invitees, including parking areas, access roads, driveways, retaining walls, landscaped areas, storage areas, outside courts and curb cuts and (iii) off-site improvements (such as, by way of illustration only, access drives, traffic lights, private or public sewage treatment plants,

sewer connections, pipes and appurtenances and basins for the retention of run-off waters) which are necessary to the operation of the Leased Premises and which are required to be maintained by Lessor and shall be included in the definition of Common Area, but nothing contained in this Lease shall require the Lessor to carry insurance on such areas.

7. Taxes. The term "Taxes" shall mean all real estate taxes, assessments (including, without limitation, general and special governmental assessments for public improvements or benefits whether or not commenced or completed during the Term), sanitary and trash removal assessments, water charges, sewer rents and any and all other taxes and assessments levied or imposed against the land and/or buildings and improvements forming part of the Property or any portion thereof, by any governmental or quasi-governmental authority (and shall include, without limitation, voluntary payments in lieu of taxes), whether general or special, ordinary or extraordinary, unforeseen or foreseen, whether in lieu of or in addition to so called "real estate taxes", together with interest paid on any installment payments. Taxes shall not include any interest payable on account of Lessor's late payment of Taxes or any Taxes measured in whole or in part by, rents or gross receipts or in the nature of an excise, franchise, gift, estate, succession, inheritance or capital levy tax or tax on Lessor's income or profits (unless any of the foregoing taxes shall be in lieu of so called "real estate taxes" in which case such taxes shall be included in the definition of Taxes).

8.01 Real Estate Taxes. As Additional Rent, the Lessee shall pay to the Lessor hereunder, and without demand therefore, the annual Taxes assessed to and associated with the Demised Premises. Such payments shall be paid monthly to Lessor in addition to and in the same fashion as the Base Rent.

8.02 Tax Contests. Lessor may, in its sole discretion, elect to contest any and all Taxes, or negotiate with respect to the assessed valuation of the tax parcel on which the Leased Premises is situated.

9. Use and Operation of Leased Premises. The Lessee shall use the Leased Premises for the operation of a flea market which shall be open to the public. At all times during the Term, except if prevented from doing so by casualty or condemnation, Lessee shall continuously use, occupy and operate the Leased Premises for the Permitted Use and for no other use or purpose whatsoever. Any other purposes or uses may be undertaken only with written permission of the Lessor which consent shall not be unreasonably withheld or delayed. No trade or occupation shall be conducted on the demised premises or use made thereof which will be unlawful, improper, noisy, offensive, or contrary to any law or regulation, or any municipal by-law or ordinance in force in the town in which the demised premises are situated. The Lessee shall not permit any use of the Leased Premises which will make voidable any insurance on the

Property of which the Leased Premises are a part. The Lessee shall, on demand, reimburse the Lessor all extra insurance premiums caused by Lessee's use of the Leased Premises.

9.01 Refuse. Lessee shall keep all garbage, trash, rubbish or other refuse in pest-proof containers and shall remove and dispose of such garbage, trash, rubbish and refuse from the Leased Premises regularly.

9.02 Pest Control. Lessee shall keep the Leased Premises free from all pests, insects and vermin and shall arrange for appropriate extermination on a regular basis.

10. No Assignment or Subletting. Except as otherwise provided in this Section 10, and except for the permitting or licensing of vendors who shall be allowed to operate their retail sites on the Demised Premises, Lessee shall not assign or in any manner transfer, mortgage or encumber this Lease or any estate or interest therein, nor lease the Leased Premises or any part thereof or any right or privilege appurtenant thereto, nor allow anyone to conduct business at, upon or from the Leased Premises (whether as a franchisee, licensee, permittee, sublessee, department operator or otherwise) or to come in, by, through or under it, in all cases either by the voluntary or involuntary act of Lessee or by operation of law or otherwise. Except in the case of sales or transfers among existing shareholders of Lessee on the date hereof or redemption of stock by the Lessee corporation, the sale, issuance or transfer of any voting capital stock of Lessee, or of any corporate entity which directly or indirectly controls Lessee (if Lessee or such controlling corporate entity is a corporation the stock of which is not publicly traded), or any interest in any non-corporate entity which directly or indirectly controls Lessee, which results in a change in the direct or indirect voting control of Lessee, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section 10. If Lessee is a partnership, trust or unincorporated association, then the sale, issuance or transfer of a controlling interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, trust, unincorporated association, or corporation which directly or indirectly controls Lessee, or the transfer of any portion of any general partnership or managing interest in Lessee or in any such entity, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section 10. Any assignment, subletting, transfer or other act prohibited under this Section 10 shall be null and void and constitute a default under this Lease.

10.02 Lessee's Request to Assign or Sublet. If Lessee shall desire to assign this Lease or sublet all of the Leased Premises, Lessee shall, at least ninety (90) days prior to the effective date of any proposed assignment, or the commencement of the term of any proposed sublease, by notice given as provided in Section 25 ("Lessee's Notice"), furnish Lessor with (i) the name and address of the proposed sublessee or assignee; (ii) a description identifying the space to be sublet; (iii) the terms, conditions and consideration



of the proposed subletting or assignment; (iv) the nature and character of the business of the proposed sublessee or assignee and its proposed use of the Premises; (v) current financial information with respect to the proposed sublessee or assignee, including, without limitation, a current financial report; and (vi) any other information as Lessor may reasonably request with respect to the proposed sublessee or assignee.

10.03 Lessor's Consent. Upon Lessee's compliance with the provisions of Section 10.03, Lessor's consent shall not be unreasonably withheld to the proposed assignment or subletting, provided and upon condition that:

(i) the assignee or sublessee shall have a financial condition reasonably acceptable to Lessor;

(ii) the assignee or sublessee shall have a good business reputation;

(iii) the assignee or sublessee proposes to use the Leased Premises for the Permitted Use, or a use that (a) would not violate or conflict with any restrictions or then affecting the Premises; and (b) in Lessor's reasonable opinion would be appropriate given the Lessor's reservation of rights relative to the Premises;

(iv) Lessee shall not be in default under this Lease either at the time Lessor's consent to such assignment or subletting is requested or on the date of commencement of the term of such proposed sublease or on the effective date of the proposed assignment; and

(v) if a subletting, the subletting is made subject to all of the obligations of Lessee under this Lease and, without limiting the generality of the foregoing, the sublease specifically provides that there shall be no further subletting of the sublet premises or an assignment thereof other than in strict accordance with the terms of this Section 10.

10.04 Approved Sublettings. Lessee shall furnish Lessor with a copy of an executed counterpart of each sublease within ten (10) days after the date of its execution. No sublease shall be valid and no sublessee shall take possession of the Leased Premises or any part thereof until such executed counterpart has been delivered to Lessor. The form of sublease shall be acceptable to Lessor and shall provide for a sublease term ending not later than one (1) day prior to the expiration date of the Term. Such sublease shall further provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of a termination, reentry or dispossession by Lessor under this Lease, Lessor may, at its option, succeed to all of the right, title and interest of Lessee, as sublessor under such sublease, and such sublessee shall, at Lessor's option, attorn to Lessor pursuant to the then executory provisions of such sublease, provided, however, that Lessor shall not (i) be liable for any previous act or omission of Lessee under such sublease, (ii) be subject to any offset not expressly set



forth in such sublease which theretofore accrued to such sublessee against Lessee, or (iii) be bound by any previous prepayment of more than one month's fixed rent under such sublease.

**10.05 Approved Assignments.** Lessee shall furnish Lessor with a counterpart of each assignment within ten (10) days of the date of its execution. No assignment shall be binding upon Lessor and no assignee shall take possession of the Leased Premises or any part thereof (including, without limitation, a permitted assignee) unless Lessee shall, concurrent with the delivery of an executed counterpart of such assignment, deliver to Lessor an agreement executed by the assignee, in appropriate form for recording, whereby such assignee agrees unconditionally to be bound by and to perform all of the obligations of Lessee under this Lease arising after the date of the assignment and further agrees that notwithstanding such assignment, the provisions of this Section 10 shall continue to be binding upon such assignee with respect to all future assignments and transfers.

**10.06 Lessor's Costs.** Except in respect of transfers, Lessee shall pay, as Additional Rent, Lessor's reasonable out-of-pocket costs incurred in connection with any subletting or assignment proposed by Lessee, whether or not consented to by Lessor, including, without limitation, reasonable attorneys' fees and the costs of credit checks and reports, the total of the foregoing not to exceed Five Thousand Dollars (\$5,000.00) for each proposed subletting or assignment. Such Additional Rent shall be payable by Lessee within ten (10) days after Lessor's demand therefor.

**10.07 Excess Consideration.** Except in the event of an assignment to an entity purchasing substantially all of the assets of Lessee's business, in the event of any assignment or subletting under this Lease, Lessee shall pay to Lessor, as Additional Rent:

(a) in the case of an assignment, an amount equal to fifty percent (50%) of all sums paid to Lessee by the assignee for or by reason of such assignment, including, without limitation, sums paid for the sale of Lessee's Changes (including Lessee's trade fixtures), less the then net unamortized or undepreciated cost thereof determined on the basis of Lessee's federal income tax returns and less Lessee's other reasonable costs actually incurred in connection with the assignment, including reasonable brokerage and attorneys' fees; and

(b) in the case of a sublease, any rents, additional charges or other sums payable under the sublease to Lessee by the sublessee which exceed the Minimum Rent and Additional Rent accruing under this Lease during the term of the sublease in respect of the subleased space (at the rate per square foot of gross leasable area payable by Lessee under this Lease), including, without limitation, sums paid for the sale or rental of Lessee's Changes (including Lessee's trade fixtures), less, in the case of the sale thereof,

the then net unamortized or undepreciated cost thereof determined on the basis of Lessee's federal income tax returns) and less Lessee's other reasonable costs actually incurred in connection with the subletting, including reasonable brokerage and attorneys' fees and costs of outfitting the subleased premises for the sublessee. The sums payable under this Section 10.07 shall be paid to Lessor as and when payable by the assignee or sublessee as the case may be, to Lessee.

10.08 Lessee Remains Liable. Notwithstanding any assignment of this Lease or subletting of all or any portion of the Leased Premises, Lessee shall remain fully liable for the payment of the Rental due and to become due under this Lease and the terms, provisions, and conditions contained in this Lease on the part of Lessee to be performed. The consent by Lessor to an assignment or subletting shall not in any way be construed to relieve Lessee from its obligation to obtain the consent in writing of Lessor to any further assignment or subletting. If Lessee assigns, transfers, mortgages or encumbers this Lease or any interest therein or sublets all or any portion of the Leased Premises in violation of the provisions of this Section 10, or if the Leased Premises are occupied by anyone other than Lessee, Lessor may collect rent from any such assignee, sublessee or anyone who claims a right to this Lease or who occupies the Leased Premises, and Lessor may apply the net amount collected to the Rental, and no such collection shall be deemed a waiver by Lessor of any of the terms, provisions, and conditions contained in this Section 10 nor an acceptance by Lessor of any such assignee, sublessee, claimant or occupant as Lessee, nor be deemed to release Lessee from the further performance of all of Lessee's obligations under this Lease. If Lessor shall decline to give its consent to any proposed assignment or subletting, Lessee shall indemnify and hold harmless and defend Lessor from and against any Liabilities arising from or relating to any claims that may be made against Lessor by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

11. Compliance with Laws. Lessee, at Lessee's sole cost and expense, shall promptly comply with all present and future laws, statutes, ordinances, codes, rules and regulations of any governmental or quasi-governmental authority having jurisdictions over the Premises (collectively, "Laws") affecting or applicable to (i) Lessee's manner of use of the Premises or Lessee's Changes, or (ii) Lessee's business conducted in the Leased Premises, whether or not any such Laws are foreseen or unforeseen, ordinary or extraordinary, or shall interfere with the use and enjoyment of the Leased Premises, provided, however, that such compliance shall be required by virtue of Lessee's manner of use of the Leased Premises or Lessee's Changes. Upon Lessor's written request, Lessee shall deliver to Lessor true and complete copies of any and all permits, licenses and/or certificates required for the lawful conduct of Lessee's business in the Leased Premises.

12. Lessor's Obligations. Except as otherwise provided in this Lease, from and after the Commencement Date, Lessor shall have no maintenance obligations with respect to the Leased Premises. Lessor shall not be required to make any improvements or repairs of any kind upon the Premises and appurtenances.

12.01 Lessee's Obligations. Lessee shall at Lessee's sole cost and expense, keep and maintain in first class appearance and in good order, condition and repair the Leased Premises and every part thereof, and any and all appurtenances thereto wherever located, including, without limitation, the exterior and interior surfaces of the walls, the exterior and interior portion of all doors, door frames, door checks, other entrances, windows, window frames, all plumbing and sewage facilities within the Premises (unless the need for repair arises as a result of activities outside the Premises) and free flow to the main septic system, fixtures, ventilation, heating and air conditioning and electrical systems serving the Leased Premises sprinklers, smoke detectors, wall coverings, floor coverings, ceilings and Lessee's Changes, and shall make all other interior repairs, replacements, renewals and restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, required to be made in and to the Leased Premises. The term "repair" as used in this Section 12 shall include replacements, and/or renovations, when necessary. Lessee shall surrender the Leased Premises at the expiration of the Term broom clean and in as good condition as when Lessee's Work was completed or in such better condition as the Leased Premises may be put during the Term, excepting only deterioration caused by ordinary wear and tear and damage resulting from fire and other casualty.

12.02 Additional Responsibilities of Lessee/Lessor. Lessee shall assume all responsibility for lawn care, parking lot maintenance and snow plowing at the Demised Premises.

12.03 Lessor's Performance of Lessee's Obligations. If Lessee fails to promptly perform, its obligations as set forth in Section 12.01 or 12.02, or if any repairs, replacement, rebuilding, painting, cleaning or maintenance to the Building or to the Leased Premises are made necessary in an emergency threatening imminent harm to life or property or by any act or omission of Lessee, its agents, employees, contractors and licensees, Lessor may (but shall not be obligated to) perform or cause to be performed such repairs, replacement, rebuilding, painting, cleaning, or maintenance (and, if necessary, Lessor may enter the Leased Premises to do so), and except for the gross negligence of Lessor, its agents, employees and contractors, without incurring any liability to Lessee for any damage caused thereby, and Lessee shall pay to Lessor upon demand, as Additional Rent, the actual costs incurred by Lessor thereby plus interest thereon at the Default Rate from the date incurred until the date paid.

13. Signs. The Lessee shall obtain the written consent of the Lessor before erecting any sign on the exterior of the Leased Premises. The Lessee shall continuously

maintain such sign in good condition and repair during the Term. Upon vacating the Leased Premises, Lessee shall remove the sign and repair any damage caused by such removal.

14. Improvements, Alterations and Additions. Prior to any initial improvements contemplated by the Lessor and Lessee, in all subsequent improvements, alterations and additions being made to the Leased Premises by Lessee, Lessee shall on each occasion obtain the Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Lessee shall provide to Lessor all architectural plans and specifications, building plans and specifications. Lessor approval shall not imply any acceptance, approval, or passing judgment as to code compliance, integrity or appropriateness of the improvements, alterations and additions. All improvements, alterations, additions shall be at Lessee's expense, be subject to Lessor's lien throughout the term of the Lease and at Lessor's option become the property of the Lessor at the expiration or earlier termination of the Lease. All improvements, alterations and additions shall be in compliance with all applicable law and performed in a good, workmanlike and first class manner. Unless expressly agreed otherwise, all improvements, alterations and additions shall become the property of the Lessor at the expiration or earlier termination of the Lease.

14.01 Requirements. Any improvements, alterations and additions approved by Lessor shall be performed in accordance with the following terms and conditions:

- (i) Lessee shall obtain all necessary permits and approvals required under applicable laws for the performance of Lessee's improvements, alterations and additions;
- (ii) Lessee shall perform Lessee's improvements, alterations and additions in a good and workmanlike manner and strictly in accordance with the drawings and specifications previously approved by Lessor;
- (iii) Lessee shall perform Lessee's improvements, alterations and additions only with licensed, insured and reputable contractors who have been approved by Lessor in advance of the commencement of the improvements, alterations and additions;
- (iv) Lessee shall, at its sole cost and expense, carry, or cause to be carried, (i) worker's compensation insurance in statutory limits covering all persons employed in connection with Lessee's improvements, alterations and additions, (ii) personal injury liability and property damage insurance in the aggregate sum of Two Million Dollars (\$2,000,000.00) per occurrence, and (iii) such other insurance and in such amounts, as Lessor shall deem reasonably necessary;

(v) Lessee shall obtain waivers of lien from all contractors, laborers and materialmen and shall discharge or bond, in accordance with the provisions of Section 14.02, any liens filed against the Property or the Leased Premises;

(vi) Lessee shall perform Lessee's improvements, alterations and additions in such a manner as shall not interfere with the Lessor's reserved rights to use the Premises as set forth in this Lease;

(vii) Lessee shall pay to Lessor, within ten (10) days of request therefor, the actual, reasonable, out-of-pocket costs incurred by Lessor in connection with Lessor's review of Lessee's drawings and specifications for Lessee's improvements, alteration and additions. No review or approval by Lessor of Lessee's drawings and specifications shall constitute any representation or warranty by Lessor as to the adequacy, correctness, efficiency, compliance with laws or any other aspect of such drawings and specifications;

(viii) Lessee shall hold harmless, indemnify and defend Lessor from and against any and all Liabilities arising from or relating to Lessee's improvements, alterations and additions.

14.02 Liens. Lessee shall pay promptly all persons furnishing labor or materials in connection with Lessee's alterations, improvements and additions. Lessee shall not suffer or permit any liens to be filed against the Premises or the Leased Premises or any portion thereof or against Lessee's leasehold estate therein, by reason of any work, labor, material or services done for, or supplied to or claimed to have been done for or supplied to Lessee or anyone claiming by, through or under Lessee. If any such lien shall be filed, Lessee shall, within twenty (20) days after notice from Lessor of the filing thereof, either cause such lien to be vacated and canceled of record or, if Lessee in good faith determines that such lien should be contested, furnish such security, by surety bond or otherwise, as may be necessary or prescribed by Laws to release the lien and prevent any foreclosure of such lien during the pendency of such contest. If Lessee shall fail to vacate or cause the release of any lien within twenty (20) days after notice from Lessor of the filing thereof, in addition to any other right or remedy of Lessor resulting from Lessee's default, Lessor may, but shall not be obligated to, vacate or release such lien either by paying the amount claimed to be due or by giving security or in such other manner as may be prescribed by Laws. Lessee shall pay to Lessor, on demand, all reasonable sums incurred by Lessor in connection therewith, including, without limitation, Lessor's costs, expenses and attorneys' fees, together with interest thereon at the Default Rate from the date incurred until the date paid.

14.03 Removal. All Lessee's improvements, alterations and additions shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment. Upon the termination of this Lease, Lessee shall not remove any of such

Lessee's improvements, alterations and additions, except that trade fixtures, furnishings and equipment installed by Lessee may be removed by Lessee provided that Lessee repairs any damage to the Leased Premises or the Building caused by such removal.

15. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance (as hereinafter defined) to be used, stored, generated or disposed of on, in or from the Premises by Lessee, its agents, employees, contractors, or licensees, without Lessor's prior consent, which may be withheld in Lessor's sole and uncontrolled discretion. If Hazardous Substances are used, stored, generated or disposed of on, in or from the Premises by Lessee, its agents, employees, contractors or licensees, whether or not permitted by Lessor, or if the Premises become contaminated in any manner as a result of the acts or negligent omissions of Lessee, its agents, employees, contractors or licensees, Lessee shall indemnify, hold harmless and defend Lessor from and against any and all Liabilities (which shall include, without limitation, a decrease in value of the Building, damages due to loss or restriction of leasable or usable space and damages due to adverse impact on marketing of the Premises or the Building), arising during or after the Term relating to such contamination. Such indemnification shall include, without limitation, all costs incurred by Lessor due to any investigation of the Building or any part thereof or any cleanup, removal or restoration, whether or not required by Laws. If Lessee causes or permits the presence of any Hazardous Substance on the Premises, Lessee shall promptly, at its sole expense, take all action necessary to return the Premises to the condition existing prior to the presence of such Hazardous Substance. Lessee shall obtain Lessor's prior consent to any such action and such action shall constitute Lessee's Changes, to be performed strictly in accordance with the terms and conditions of Section 15. As used in this Lease, "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive, or which is regulated by any governmental or quasi-governmental entity. Hazardous Substance includes all material or substances which are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to Laws. Hazardous substance includes, without limitation, asbestos, polychlorobiphenyls ("PCBs") and petroleum. The terms and conditions of this Section 15 shall survive the termination of this Lease.

16. Lessor's Access; Repairs. The Lessor and the Lessor's designees shall have the right to enter upon the Demised Premises during normal business hours for the purpose of inspecting the same and determining the need for repairs. If repairs are required to be made by the Lessee pursuant to the terms hereof, the Lessor may demand that the Lessee make the same forthwith, and if the Lessee refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, the Lessor may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to the Lessee for any loss or damage that may accrue to the Lessee's stock or business by reason thereof. If the Lessor makes or causes such necessary repairs to be made, the Lessee agrees to pay the Lessor forthwith, as additional

rent, for the cost thereof, and in default of such payment, the Lessor shall have the remedies provided herein as well as other remedies provided by law.

17. Lessee's Indemnification and Liability. The Lessee agrees to indemnify and save harmless the Lessor from and against all claims of whatever nature arising from any act, omission, or negligence of the Lessee or the Lessee's visitors, contractors, licensees, agents, servants or employees, resulting in injury or damage caused to any person, or to the property of any person, occurring during the term hereof in or about the Premises. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense, thereof, including reasonable attorneys' fees.

18. Insurance and Indemnity. Commencing on the date of Lessor's delivery of possession of the Premises to Lessee and continuing throughout the Term, Lessee, at its sole cost and expense, shall obtain and maintain in full force and effect, the following insurance coverage with respect to the Premises:

(i) Commercial general liability insurance, with contractual liability endorsement, with a combined single limit per occurrence for personal injury and property damage of not less than Two Million Dollars (\$2,000,000);

(ii) "Special Form" (formerly known as "all-risk") property insurance insuring loss of or damage to the Premises and all buildings systems and equipment and all Lessee's personal property located therein, including, without limitation, Lessee's goods, trade fixtures, equipment and inventory, written at 100% of replacement cost (exclusive of footings, foundations and underground utilities) with an "agreed amount" sufficient to avoid coinsurance;

(iii) Builder's Risk insurance as set forth in this Lease;

(iv) Boiler and Pressure Vessel insurance on all of Lessee's equipment, parts thereof and appurtenances attached or connected to the Premises which by reason of their use or existence are capable of bursting, erupting, collapsing or exploding, in the minimum amount of Five Hundred Thousand (\$500,000.00) Dollars for damage to property resulting from such perils;

(v) Worker's Compensation insurance as required by Laws; and

(vi) Such other insurance as reasonably requested by Lessor from time to time.

19. Lessee's Fire & Casualty Insurance-Equipment. The Lessee also agrees to keep the Lessee's furnishings, merchandise and equipment insured against loss or

damage by fire or other casualty. It is understood and agreed that the Lessee assumes all risks of damage to the Lessee's property arising from any cause whatsoever, including but not limited to loss by theft, other than damage caused by the negligence of the Lessor, its representatives, agents or employees. All such insurance policies shall contain a clause or endorsement which provides in substance that the insurance company waives any right of subrogation which it might otherwise have against the Lessor.

20. Fire, Casualty, Eminent Domain. Should a substantial portion of the Leased Premises, or of the Property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if:

A. The Lessor fails to give written notice within sixty (60) days of its intention to restore the Leased Premises; or

B. The Lessor fails to restore the Leased Premises to a condition substantially suitable for their intended use within One Hundred and Eighty (180) days of said fire, casualty or taking.

The Lessor reserves and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment.

20.01 Waiver of Direct Action and Subrogation. Lessor and Lessee hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage specifically insured against or required by the terms hereof to be insured or self-insured against by such party, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, except to the extent of a standard deductible under such policy.

20.02 Lessor's Insurance. Lessor shall at all times during the Term hereof maintain or cause to be maintained with respect to the Building:

(a) commercial general liability insurance, with contractual liability endorsement, with a combined single limit per occurrence for personal injury and property damage of not less than One Million Dollars (\$1,000,000); and

(b) casualty insurance insuring loss of or damage to the Premises and all



buildings systems and equipment located thereon on the date of delivery thereof to Lessee, written at 100% of replacement cost (exclusive of footings, foundations and underground utilities) with an "agreed amount" sufficient to avoid coinsurance.

20.03 Survival. This Section 20 shall survive the expiration or earlier termination of this Lease.

21. Bankruptcy or Insolvency of Lessee. To the extent permitted by law, this Lease, and the Term and estate hereby granted, are subject to the limitation that, whenever Lessee shall make an assignment for the benefit of creditors, or shall consent to, or acquiesce in, the appointment of a liquidator, receiver, trustee, or other custodian for itself or for the whole or any part of its properties or assets, or shall commence a voluntary case for relief under the United States Bankruptcy Code ("Bankruptcy Code") or file a petition or take advantage of any bankruptcy or insolvency act or applicable law of like import, or whenever an involuntary case under the Bankruptcy Code shall be commenced against Lessee, then, Lessor (a) at any time after Lessor learns of any such event, or (b) if such event occurs without the acquiescence of Lessee, at any time after the event continues for sixty (60) days, may give Lessee a notice of intention to end the Term upon the expiration of three (3) days from the date of service of such notice of intention, and upon the expiration of such three (3) day period, this Lease and the Term and estate hereby granted shall terminate with the same effect as if such date were the Expiration Date, provided, however, that Lessee shall remain liable for damages as provided in Section 24.

21.01 Rights and Obligations Under the Bankruptcy Code. Upon the filing of a petition by or against Lessee under the Bankruptcy Code, Lessee, as debtor and/or as debtor in possession, and any trustee who may be appointed, agree to perform each and every obligation of Lessee under this Lease, including, without limitation, the manner of "operation" as provided in this Lease, until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court. If this Lease is assumed, whether by Lessee or any trustee or by any assignee or successor to Lessee or such Trustee (the "Assuming Entity"), in addition to any other conditions or obligations imposed upon the Assuming Entity, shall be the following obligations and conditions: -

(i) the cure of any monetary defaults and the reimbursement of any pecuniary loss of Lessor, such cure to be made immediately upon entry of a court order providing for assumption by and/or assignment to the Assuming Entity;

(ii) the deposit of a sum equal to three (3) months' Minimum Rent and other charges, to be held (together with any then existing security deposit) pursuant to the terms of this Lease;

(iii) the use of the Leased Premises for the Permitted Use and the quantity and quantity remaining substantially unchanged;

(iv) the payment of Additional Rent which may then be due or which may thereafter become due pursuant to the provisions of this Lease;

(v) the Assuming Entity demonstrates in writing that it has sufficient background, including, without limitation, substantial hotel or Inn experience and financial ability to operate an upscale Inn at the Leased Premises in the manner contemplated in this Lease, and meets all other reasonable criteria of Lessor, as did Lessee at the time of the execution of this Lease;

(vi) the prior consent has been obtained of any mortgagee or holder of a deed of trust to which this Lease has been assigned as collateral security; and

(vii) no physical changes of any kind may be made to the Leased Premises unless in compliance with the applicable provisions of this Lease.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption as Lessor shall reasonably request.

22. Quiet Enjoyment. The Lessee, subject to the terms and provisions of this Lease and Lessor's Mortgagee, on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on the Lessee's part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or ejection by the Lessor or any persons claiming under the Lessor.

23. Re-entry. Lessor or Lessor's agents and employees may immediately or at any time thereafter re-enter the Leased Premises or any part thereof, in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution, or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Lessor may have, hold and enjoy the Leased Premises again as and of its first estate and interest therein. The word "re-enter" as used in this Section 23 is not restricted to its technical legal meaning. If this Lease is terminated under any provisions of this Lease, or if Lessor shall re-enter the Leased Premises under the provisions of this Section 23 or in the event of the termination of this Lease or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of Laws by reason of Lessee's default under this

Lease, Lessee shall pay to Lessor the Rental payable by to Lessor through the date of such termination, or through the date of such recovery of possession, as the case may be, and shall also pay to Lessor damages as provided in Section 25.

24.01 Other Remedies. In the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right of injunction. The special remedies to which Lessor may resort under this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may lawfully be entitled at any time under the laws of the Commonwealth Massachusetts, and Lessor may invoke any remedy allowed at law or in equity as if specific remedies were not provided for in this Lease.

24.02 Retention of Monies in Lessor's Possession. If this Lease is terminated for any reason, or if Lessor shall re-enter the Leased Premises under the provisions of this Section 24, or in the event of the termination of this Lease or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of Laws by reason of 's default under this Lease, Lessor shall be entitled to retain all monies, if any, paid by to Lessor, whether as advance Rental, security, or otherwise, but such monies shall be credited by Lessor against any Rental due from at the time of such termination or re-entry or, at Lessor's option, against any damages payable by Lessee under Section 24 or pursuant to Laws.

25. Measure of Damages. If this Lease is terminated under any provision of this Lease, or if Lessor shall re-enter the Leased Premises under the provisions of Section 23, or in the event of the termination of this Lease or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of laws by reason of Lessee's default under this Lease, shall pay to Lessor upon demand as damages, in a single lump sum; the total of:

- (i) all Minimum Rent and Additional Rent due and payable and unpaid under this Lease as of the date of Lessor's re-entry, termination and/or dispossession by summary proceedings or otherwise;
- (ii) all Additional Rent and damages payable pursuant to any provision of this Lease;
- (iii) all reasonable costs and expenses incurred by Lessor in connection with its termination of this Lease and/or recovery of possession of the Leased Premises and/or in removing all persons and property therefrom and/or recovering from Lessee the Rent and damages specified in this Section 25 or any other sums and damages to which Lessor may be entitled under applicable Laws; and


(iv) all reasonable costs and expenses incurred by Lessor in curing any covenant or condition on the part of to be observed or performed under this Lease which shall have failed to perform as of the date of such termination or reentry absent termination.

In addition to the foregoing amounts, shall remain liable for and shall pay, on the days originally fixed under this Lease for the payment thereof, amounts equal to the installments of Rent reserved under this Lease as would, under the terms of this Lease, become due and payable if this Lease had not been terminated or Lessor had not re-entered the Leased Premises absent termination, whether the Leased Premises be relet, or remain vacant in whole or in part for the remainder of the Term or for a period less than the remainder of the lease term, up to but not exceeding the amount of any deficiency then existing after giving due credit for any net proceeds of any reletting after deducting all of Lessor's reasonable costs and expenses incurred in connection with such reletting of the Leased Premises or any portion thereof for the whole or any part of the remainder of the then current Term or for a longer period (which reletting Lessor may do at its election, either in its name or as agent for ), including, without limitation, brokerage and attorneys' fees in connection with any new lease, and reasonable costs of Lessor in repairing or altering the Leased Premises for the new and any reasonable allowance or other concessions granted or paid by Lessor. The failure of Lessor to re-let the Leased Premises or any part thereof shall not release Lessee or affect Lessee's liability for damages. If the Leased Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot basis (for equivalent space) shall be made of the rent received from such reletting and of the expenses of reletting. Suits for the recovery of such deficiency or damages, or for a sum equal to any installment or installments of Rent payable under this Lease, may be brought by Lessor from time to time at Lessor's election, and nothing herein contained shall be deemed to require Lessor to await the date on which the lease term hereof would have expired by its own terms had there been no such default by Lessee or no such termination or reentry absent termination. In no event shall Lessee be entitled to receive any excess of such net rents over the Rent payable by Lessee to Lessor under this lease, nor shall Lessee be entitled, in any suit for the collection of damages pursuant to this Section 25 to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Lessor.

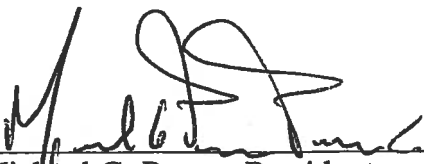
26. Notice. Any notice from the Lessor to the relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, and addressed to the . Any notice from the Lessee to the Lessor relating to the demised premises or to the occupancy thereof, shall be deemed duly served if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid and addressed to the Lessor at P.O. Box 206, Grafton, MA 01519 or at such other address as the Lessor may from time to time advise in a notice duly served upon.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seal  
this 4<sup>th</sup> day of August, 2010.

LESSOR:  
GRAFTON FLEA MARKET, INC.

By:   
Harry Peters, President

LESSEE:  
MICHAEL G. PETERS, INC.

By:   
Michael G. Peters, President

404561.3

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# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

### ARTICLE I

The exact name of the corporation is:

Michael G. Peters, Inc.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

### ARTICLE III

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
common	275,000			

\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

8

P.C.

#### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

#### ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See attached.

#### ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See attached.

*Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.*

## ARTICLE V

### MICHAEL G. PETERS, INC.

All shares of the capital stock of this Corporation shall be subject to the following regulations controlling the assignment and transfer thereof:

Any stockholder of this Corporation (which expression shall, whenever used in these restrictions, be deemed to include the executor, administrator, or other representative of any deceased stockholder, and a receiver, assignee of trustee in bankruptcy of any stockholder, and the purchase or assignee of any shares sold upon execution) who may desire to have transferred any shares, whether by way of sale, mortgage, pledge, or otherwise, shall deliver to the clerk of the Corporation a notice in writing setting forth his intention to make such transfer, the number and class of shares involved, and the name of the proposed transferee.

A stockholder proposing a transfer of shares shall accompany his notice to the clerk by a writing in which he designates a price at which he is willing to sell his shares and also the name of one arbitrator. The directors shall, within thirty (30) days after receipt of such notice, either accept the offer or, by notice to the stockholder, in writing, name a second arbitrator. In the event the offer is not accepted and a second arbitrator is designated, the two arbitrators shall name a third arbitrator. It shall be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator. The arbitrators shall file their reported value within thirty days after their appointment.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Board of Directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days the Corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same to the transferee named in the written notice, but not to none other.

No shares of stock shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instances waive the requirement.



**ARTICLE V**  
**Page 2**

In the event of the death of any holder of stock of this Corporation, the Corporation shall, irrespective of any desire of the legal representative of the decedent to sell or transfer the shares held by the decedent, have an absolute right to acquire said shares at their fair value at the date of such acquisition. For the purpose of such acquisition, the fair value of the shares shall be determined by arbitration in the same manner as hereinbefore provided, except that the Board of Directors shall initiate the proceedings by giving notice of a desire to purchase in writing to the legal representatives of the estate, which writing shall designate one arbitrator. The legal representatives of the estate shall, within thirty (30) days, designate a second arbitrator, and the two arbitrators shall name a third arbitrator. The Board of Arbitrators shall act and report the evaluation, in any event, within thirty (30) days of their appointment. The Corporation shall give notice of its intention to exercise its right hereunder within three (3) months of the appointment of the legal representatives of the decedent stockholder, of their right or option shall be deemed waived. In the event the Corporation gives timely notice of its exercise of its right or option hereunder and arbitrators are appointed, the Corporation shall have a period of thirty (30) days after the arbitrators have determined the fair value of the shares within which to make payment therefore and exercise its right and in the event has not been made within said thirty (30) days, the right or option shall also be deemed waived. The Board of Directors may, in any particular instance, waive the option or right hereby granted to the Corporation.

## ARTICLE VI

### MICHAEL G. PETERS, INC.

1. All corporate powers of the Corporation shall be exercised by the Board of Directors except as otherwise provided by law. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, amend, or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders and subject to the power of the stockholders to amend or repeal any By-Law adopted by the Board of Directors.
2. Meetings of the stockholders of the Corporation may be held anywhere within the United States.
3. The Corporation may be a partner in any business enterprise which it would have power to conduct by itself.
4. In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such director shall at the time be fully disclosed or otherwise known to the Board of Directors. Any director of the Corporation may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize such contract or transaction and may vote and act upon any matter, contract, or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, director, or officer of, or has any interest in, such other person with the same force and effect as if he were not such a stockholder, director, or officer or not so interested. Any contract or other transaction of the Corporation or of the Board of Directors or of any committee thereof which shall be ratified by a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose shall be as valid and as binding as though ratified by every stockholder of the Corporation, provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or deprive the directors and officers of their right to proceed with such contract or other transaction.

## ARTICLE VI

### Page 2

5. No current or former director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for or arising out of a breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of a current or former director (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the director derived an improper personal benefit. The foregoing provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date upon which the foregoing provision became effective. To the extent permitted by law, no amendment or deletion of the foregoing provisions of this Paragraph 5 which restricts or limits the protection provided thereunder to current or former directors shall be effective with respect to actions and omission of the directors occurring prior to the date said amendment or deletion became effective.

#### ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

#### ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
185 Blackstone Street, Mendon, MA 01756
- b. The name of its initial registered agent at its registered office:  
Michael G. Peters
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President:	Michael G. Peters	185 Blackstone Street, Mendon, MA 01756
Treasurer:	Michael G. Peters	185 Blackstone Street, Mendon, MA 01756
Secretary:	Michael G. Peters	185 Blackstone Street, Mendon, MA 01756
Director(s):	Michael G. Peters	185 Blackstone Street, Mendon, MA 01756

- d. The fiscal year end of the corporation: December
  - e. A brief description of the type of business in which the corporation intends to engage:  
flea market
  - f. The street address of the principal office of the corporation:  
296 Upton Street, Grafton, MA 01519
  - g. The street address where the records of the corporation required to be kept in the commonwealth are located is:  
185 Blackstone Street, Mendon, MA 01756.
- \_\_\_\_\_, which is  
(number, street, city or town, state, zip code)

- ☐ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☒ its registered office.

Signed this 9th day of July, 2010, by the incorporator(s):

Signature: Michael G. Peters

Name: Michael G. Peters

Address: 185 Blackstone Street, Mendon, MA 01756

8976

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization  
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 275 having been paid, said articles are deemed to have been filed with me this 12 day of July, 20 10, at 10:26 a.m./p.m.  
time

Effective date:

July 12 2010

(must be within 90 days of date submitted)

*William Francis Galvin*

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

1120107

*MP*  
Examiner  
*RE*  
Name approval

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION  
Contact Information:

Thomas L. McLaughlin, Esquire

117 Water Street, Suite 203

Milford, MA 01757

Telephone: 508-478-3100

Email: tom@tlmlaw.com

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE  
COMMONWEALTH  
2010 JUL 12 AM 10:26  
CORPORATIONS DIVISION

A TRUE COPY ATTEST

*William Francis Galvin*

WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH

DATE 10/18/15 CLERK KV

## **ATTACHMENTS:**

### **Application Attachments**

**IMPORTANT ATTACHMENTS (1):** The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

**IMPORTANT ATTACHMENTS (2):** Not applicable for Wine and Malt to All Alcohol (or vice versa) ONLY

**IMPORTANT ATTACHMENTS (3):** Not applicable for Wine and Malt to All Alcohol (or vice versa) ONLY

### **IMPORTANT ATTACHMENTS (4):**

A. All individuals or entities listed below are required to complete a Personal Information Form (additional copies found here: [http://www.mass.gov/abcc/pdf/forms/retail/reta\\_personalinfoform.pdf](http://www.mass.gov/abcc/pdf/forms/retail/reta_personalinfoform.pdf))

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (additional copies found here: <http://www.mass.gov/abcc/pdf/coriform.pdf>)

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

### **Additional Attachments**

**IMPORTANT ATTACHMENTS :** DEPARTMENT OF REVENUE (DOR) CERTIFICATE OF GOOD STANDING

**IMPORTANT ATTACHMENTS :** ARTICLES OF ORGANIZATION FROM THE SECRETARY OF THE COMMONWEALTH

**IMPORTANT ATTACHMENTS :** PROOF OF CITIZENSHIP FOR THE MANAGER OF RECORD (US Passport, US Birth Certificate, US Voter Registration, Naturalization Papers).

### **Additional Attachments From Local Licensing Authority**

**IMPORTANT ATTACHMENTS :** FORM 43

**IMPORTANT ATTACHMENTS :** ABUTTER NOTIFICATION

**IMPORTANT ATTACHMENTS :** NEWSPAPER NOTICE

If the Board is in agreement, the Board will Vote to appoint Mr. Paul Farrar to Full Time Custodian.

This is an entry level position that was vacated by Chris Caron who left for the DPW Office Manager position; this appointment will fill that position.

After two rounds of interviews, we feel that Mr. Farrar is the best candidate. He offers attention to detail, a good work ethic and is trainable.

# PAULFARRAR

---

24 Harwood Street Oxford, MA 01540 | H: (508) 731-0263 | C: (508) 333-5444 | paulfarrar25@gmail.com

## SUMMARY

Cafeteria manager experienced in taking food orders, operating cash registers and safely handling food while checking for proper temperatures.

## HIGHLIGHTS

- Proven leadership skills
- Reliable, punctual and committed to customer service
- Neat, clean and professional appearance
- Ability to handle fast-paced environment
- Food handling knowledge
- Menu development skills
- Proficiency in inventory and ordering

## ACCOMPLISHMENTS

Responsible for the design and preparation of all menu items for employee cafeteria. Baked, roasted, broiled, and steamed meats, fish, vegetables and other food. Ensured freshness of food and ingredients by checking for quality, keeping track of old and new items and rotating stock. Estimated amounts and costs of required supplies, such as food and ingredients.

## EXPERIENCE

The Overlook Life Care Community Charlton, MA

**04/2011 to Current**

### **Cafeteria Manager**

My responsibilities are to create a menu, order food according to a budget, and prepare food and a salad bar for 40 to 60 employees daily.

**09/2006 to 04/2011**

### **Cook Manager**

My duties where to prepare food using safe procedures for our residents according to our menu and the residents dietary restrictions.

**08/2001 to 09/2006**

### **Kitchen Supervisor**

My duties where to oversee service of trayline and resident dining area. I was also helpful in our transition from a trayline service to country kitchens.

**08/1996 to 08/2001**

### **Dietary Aide**

My duties where to work a trayline, assist in service in a resident dining room, and break down trays.

## EDUCATION

**1999**

**Shepherd Hill Regional High School - Dudley, MA**

## CERTIFICATIONS

Servsafe Certified, 2012



If the Board is in agreement, the Board will vote to accept the resignation of  
Valerie Evans – Library Assistant

23 February 2016

Ms. Beth Gallaway  
Library Director  
Grafton Public Library  
35 Grafton Common  
Grafton, MA 01519

Dear Beth,

Please accept this letter as notice of my resignation from my position as library assistant. My last day of employment will be March 31, 2016.

My shifting priorities now require that I have a more flexible schedule to support the needs of my family. It has been a pleasure working with you and our great staff over the past year and a half. I don't think I could have asked to work with kinder, more dedicated people.

I would like to help with the transition of my library duties so that the new assistant will be on board for the summer reading program. I am also happy to be on a call-list to cover shift shortages in the Main library as well as the Children's room, so please don't hesitate to call.

Beth, thank you again for the opportunity to work here at the library. I wish you all the best and I look forward to staying in touch with you.

Sincerely,

Valerie Evans

If the Board is in agreement, the Board will vote to accept the resignation of Deborah Kochevar from the Affordable Housing Trust.

## Ann Morgan

---

**From:** Kochevar, Deborah T. <Deborah.Kochevar@tufts.edu>  
**Sent:** Wednesday, February 24, 2016 12:52 PM  
**To:** Ann Morgan; jcarlson@charter.net; John Carlson  
**Subject:** RE: Meeting Rescheduled

Dear Ann and John,

Despite my initial response that Wed would work for the rescheduled meeting, shifting travel schedules have done it to me again. I will have to leave on Wed afternoon for a meeting in DC that starts on Thursday morning.

So, I think it is time for me to make a change.

Please accept this email as my official notification that I would like to step down from my position on the GAHT. I have been concerned for some time that my schedule (which seems to be getting worse) is often in conflict with the needs of the trust. My concern is growing given the increased resources of the trust and the need for trust members to be even more diligent in their duties.

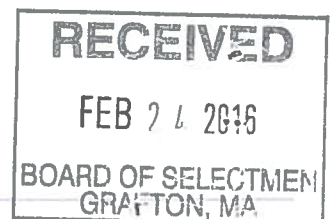
I do this reluctantly as I have great respect for the work of the GAHT and know there is a need for citizens to engage and support affordable housing in Grafton. Please know that I will continue to support and advocate for the work of the trust in any way I can.

I expect that you will have well-qualified applicants for my position, especially given the recent shift in resources for the trust. I am happy to stay until you fill the position if that would be helpful. Or, I can make a clean break and hope that a vacant seat will provide more motivation for applicants.

Please let me know how you would like to proceed. I truly appreciate my time on the trust and value the relationships gained. Since I won't be at next week's meeting, I would like to email the others on the trust to say thank you and to let them know why I felt the need to step away. I didn't want to do that until the two of you were in the loop.

Please let me know your thoughts and thank you for understanding my decision.

Best,  
Debbie



---

**From:** Ann Morgan [<mailto:MorganA@GRAFTON-MA.GOV>]  
**Sent:** Wednesday, February 24, 2016 12:28 PM  
**To:** Bruce Spinney <[bruwarpi3@yahoo.com](mailto:bruwarpi3@yahoo.com)>; Charles Pratt <[chpsprinkler@gmail.com](mailto:chpsprinkler@gmail.com)>; Dan Crossin Work <[dcrossin@homefieldcu.com](mailto:dcrossin@homefieldcu.com)>; Kochevar, Deborah T. <[Deborah.Kochevar@tufts.edu](mailto:Deborah.Kochevar@tufts.edu)>; John Carlson <[John.Carlson@SuburbanGroup.com](mailto:John.Carlson@SuburbanGroup.com)>; Mary Campbell <[mecampbell.mc@gmail.com](mailto:mecampbell.mc@gmail.com)>  
**Subject:** Meeting Rescheduled

Hi All –

One Grafton Common- Suburban Group requesting rent relief.

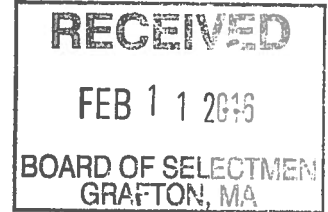


Recruiting Staffing & HR Services

Board of Selectmen  
Grafton Town Hall  
30 Providence Rd  
Grafton, MA 01519

February 10, 2016

Subject: Construction impact on Suite 15



Gentlemen & Lady:

I respectfully request that you consider a reduction in the rent for The Suburban Group in Suite 15, One Grafton Common based on the ongoing impact to this space. We understood with a reconstruction project of this size in a building of this age there would be noise, interruption of power, some construction work in our office, and some discomfort. We did not realize the impact on suite 15 would be all that we have and continue to experience.

Early in the project holes were cut in our walls, floor, and ceiling and some have remained open. The toxic air coming from the gutted building was very strong leaving a metallic taste in our mouths and making it very difficult to breathe. This issue still remains. We experienced debris flying through a window when the upper floors were stripped out. Several times we had to vacate the office for a week at a time to accommodate carpenters, plumbers, and painters. Often the work left more open spaces and a significant level of fine dust, making it more difficult to breathe.

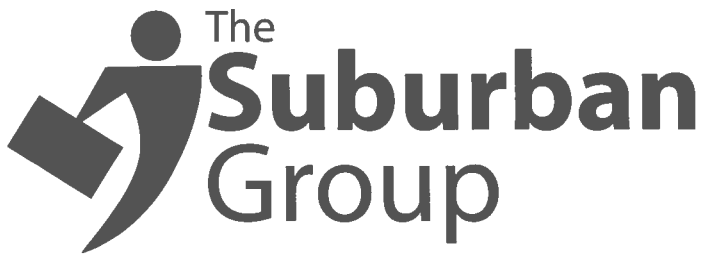
Our business is one of relationships. We are on the phone with clients and candidates in long discussions about their company cultures and job specifics. Our time is limited as client reps are dealing with multiple openings, challenged with scheduling time with the hiring team to hear their specific requirements, and a plate full of other responsibilities.

Candidates require several conversations often for hours listening to us about our client, their track record, and job requirements. The time spent with them reviewing their job histories, challenges, accomplishments, personal goals, and objectives, and personal requirements is critical. This is where a recruiter and candidate connect and build a level of trust. Our candidates come from varied backgrounds and countries; for many English is a second language. I hope you can appreciate how these disruptions often compromise these conversations.

Often we are competing with other agencies for the same candidates. For these reasons it is critical that our conversations are uninterrupted and require our office to hold a low level of noise. Our conversations are confidential and the recruiter must be able to focus without distraction.

At the end of the 1st quarter we lost a recruiter to illness. She was unable to bring candidates into the office. She had to work from home and did not have the access to some of the tools she needed. Every form and piece of paper she picked up was covered with a fine dust. Our work environment was not a healthy place. We could not control the dirt as it came in under the door and through the walls, windows, and ceiling. It was everywhere in the office and still continues to remain one of the most disturbing

Grafton Town House, Suite 14 • One Grafton Common • P.O. Box 567 • Grafton, MA. 01519  
Phone 774.551.5900 • Fax 774.551.5901



Recruiting Staffing & HR Services

issues. We don't have a professional company that cleans our office. We manage this ourselves. We don't have the industrial equipment to remove the powdered dust from everything. At any rate once we clean it is right back as though we never touched it.

One of the greatest frustrations is the interruption in focus. We chose the Town House because of the bright lighted rooms with the large windows and lovely view of the town. I'm sure you can appreciate when people are working on the phone all day how important the environment is to their mental state. To endure these conditions for a few months was something we accepted. But, this has had more impact on suite 15 than we ever expected, and more than any other tenant as confirmed by the previous foreman, Rick.

We would appreciate your consideration of a rent reduction for this disruption of our business. We would also suggest that our suite not be forced to wait until the end of construction to have professional cleaners come in to remove this dust, and also be included in the final cleaning scheduled for all tenants. Thank you for taking the time to review and consider these requests.

Sincerely,

Nancy Carlson  
President

Cc: Tim McInerney

If the Board is in agreement, the Board will vote to sign the traffic signal improvements agreement with MassDOT for North Main Street at Worcester Street.

The BOS Chairman signed Chapter 90 forms for light signalization for this location on November 3, 2015. MassDOT requires this document to be signed by the Board.



# **AGREEMENT**

## **COMMONWEALTH OF MASSACHUSETTS AND TOWN OF GRAFTON**

**Agreement Number** \_\_\_\_\_

AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the COMMONWEALTH OF MASSACHUSETTS, hereinafter called the "Commonwealth", through its MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, hereinafter called "MassDOT", and the TOWN OF GRAFTON, hereinafter called the "Town."

WHEREAS, the Town desires to make modifications to the traffic control signal on Route 122 (Worcester Street) at the intersection of North Main Street in the Town of Grafton, in Worcester County, in the Commonwealth of Massachusetts, Traffic Signal Layout No. 31834, as shown on the attached plan, dated November, 2015 entitled:

**TOWN OF GRAFTON  
MASSACHUSETTS  
TRAFFIC SIGNAL IMPROVEMENTS  
NORTH MAIN STREET at WORCESTER STREET**

Said plans being subject to review and approval by MassDOT before signal modification, and said plans are made a part hereof; and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of the work, the expense of carrying out said work, and the ownership and future maintenance thereof;

NOW THEREFORE, in consideration thereof, MassDOT and the Town hereby agree, each with the other as follows:

## **DIVISION OF WORK**

The Town agrees that all work done under this Agreement will be done in accordance with the STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES issued by the Commonwealth of Massachusetts, Department of Highways, 1988 Edition, as amended, and the 2009 "Manual on Uniform Traffic Control Devices" and amendments as adopted by MassDOT.

MassDOT will make the timing modifications to the traffic signal controller at the intersection of Route 122 (Worcester Street) and North Main Street (Route 140) to facilitate the time based coordination with the intersections of North Main Street (Route 140) with Bridge Street and North Main Street (Route 140) with Waterville Street (Route 30).

The Town will be responsible for the modifications to the traffic control signals at the intersections of North Main Street (Route 140) with Bridge Street and with Waterville Street (Route 30). Such modifications will be the installation of GPS clocks and timing modifications to coordinate with the MassDOT traffic control signal at the intersection with Route 122 (Worcester Street). The Town will not make modifications to any equipment within State layout and will coordinate the scheduling of the work with the MassDOT staff.

The Town agrees not to advertise for construction nor award a contract for the work covered by this Agreement without prior approval by MassDOT.

The Town agrees that work will not commence without written permission from the District Highway Director of MassDOT, District 3. Prior to the commencement of any work, a preconstruction conference may be required by MassDOT. If required, it shall be held at MassDOT's District 3 Administrative office.

Upon completion of the work, the Town or its Engineer will be responsible for the final inspection and certification of compliance with specifications. All specifications must meet MassDOT's standards.

## **OWNERSHIP AND FUTURE MAINTENANCE**

Upon the completion of the modifications to the traffic control signal on Route 122 (Worcester Street) at the intersection with North Main Street (Route 140), ownership shall remain with MassDOT and the MassDOT shall thereafter maintain said signal and appurtenances as installed.

All future power costs for the traffic control signal at the intersection of Route 122 (Worcester Street) at North Main Street (Route 140) shall be borne by the MassDOT.

After completion of the modifications to the traffic control signals on North Main Street (Route 140) at the intersections with Bridge Street and with Waterville Street (Route 30), ownership shall remain with the Town and the Town shall thereafter maintain said traffic control signals within the Town Layout.

All future power costs for the traffic control signals at the intersections of North Main Street (Route 140) with Bridge Street and with Waterville Street shall be borne by the Town.

All work covered by this agreement must be completed within one year unless an authorized time extension is granted by the MassDOT.

If any future changes to the timing of any or all of the traffic signals are proposed, both parties shall be notified and in agreement with said changes prior to the changes being implemented.

## **DIVISION OF EXPENSE**

The entire cost of the modifications to the traffic control signals on North Main Street(Route 140) at the intersection with Bridge Street and with Waterville Street (Route 30) and within Town layout as hereinbefore stated and as shown on said plans will be borne by the Town.

The entire cost of the modifications to the traffic control signals on Route 122 (Worcester Street) at the intersection with North Main Street (Route 140) and within the Route 122 State Highway layout as hereinbefore stated and as shown on said plans will be borne by the MassDOT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**APPROVED**

**TOWN OF GRAFTON BOARD OF SELECTMEN**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF SIGNATORY**

This will attest that the above named individuals are duly authorized and empowered to execute and deliver this Agreement on behalf of the Town of Grafton.

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Town Clerk

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION

\_\_\_\_\_  
Chief Engineer

If the Board is in agreement the Board will vote to allow the town to spend on snow & ice.

Sample Motion: I move to allow the Town to spend on snow and ice according to M.G.L. Section 44 section 31D.

**Town of Grafton**  
**All Departments Expenditure Report**  
**From 07/01/2015 to 02/25/2016**

1 - GENERAL FUND Account	Description	Carry Fwd	Orig Bud	Amended	Total Bud	Encumb	Expend	Unencum Bal	% Exp
1.423.1.5116	WAGES, SEASONAL/PERMANENT		\$8,000.00		\$8,000.00			\$8,000.00	0.00 %
1.423.1.5130	OVERTIME		\$30,000.00		\$30,000.00		\$28,873.21	\$1,126.79	96.24 %
0001 - PERSONNEL SERVICES Total			\$38,000.00		\$38,000.00		\$28,873.21	\$9,126.79	75.98 %
1.423.2.5295	CONTRACTED/PROPERTY RELATED SERVICE		\$33,000.00		\$33,000.00		\$54,716.26	\$-21,716.26	165.80 %
1.423.2.5382	OTHER PURCHASED SERVICES		\$1,000.00		\$1,000.00		\$1,770.91	\$-770.91	177.09 %
1.423.2.5480	VEHICULAR SUPPLIES		\$2,000.00		\$2,000.00	\$5,744.00	\$20,293.23	\$-24,037.23	1,301.86 %
1.423.2.5530	PUBLIC WORKS SUPPLIES		\$71,000.00		\$71,000.00		\$62,770.79	\$8,229.21	88.40 %
1.423.2.5580	OTHER SUPPLIES		\$5,000.00		\$5,000.00		\$4,932.24	\$67.76	98.64 %
0002 - EXPENSES Total			\$112,000.00		\$112,000.00	\$5,744.00	\$144,483.43	\$-38,227.43	134.13 %
423 - SNOW AND ICE CONTROL Total			\$150,000.00		\$150,000.00	\$5,744.00	\$173,356.64	\$-29,100.64	119.40 %
1 - GENERAL FUND Total			\$150,000.00		\$150,000.00	\$5,744.00	\$173,356.64	\$-29,100.64	119.40 %
Grand Total		\$0.00	\$150,000.00	\$0.00	\$150,000.00	\$5,744.00	\$173,356.64	\$-29,100.64	119.40 %

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE VII** CITIES, TOWNS AND DISTRICTS**CHAPTER 44** MUNICIPAL FINANCE**Section 31D** Snow and ice removal; emergency expenditures; reporting requirements

Section 31D. Any city or town may incur liability and make expenditures in any fiscal year in excess of available appropriations for snow and ice removal, provided that such expenditures are approved by the town manager and the finance or advisory committee in a town having a town manager, by the selectmen and the finance or advisory committee in any other town, by the city manager and the city council in a city having a city manager or by the mayor and city council in any other city; provided, however, that the appropriation for such purposes in said fiscal year equaled or exceeded the appropriation for said purposes in the prior fiscal year. Expenditures made under authority of this section shall be certified to the board of assessors and included in the next annual tax rate.

Every city or town shall annually, not later than September fifteenth, report to the division of local services of the department of revenue the total amounts appropriated and expended, including any funding or reimbursements received from the commonwealth, for snow and ice removal in the fiscal year ending on the preceding June thirtieth.



Phone 508.752.1001

Fax 508.752.1276

www.vhb.com

Engineers | Scientists | Planners | Designers

Union Station, Suite 219  
2 Washington Square  
Worcester, MA 01608-1100

## Client Authorization

☒ New Contract

Date January 12, 2016

☐ Amendment No.

Project No. 84450.07

Project Name 2016 Street List Pavement Testing

		Cost Estimate	
		Amendment	Contract Total
To: Brian Szczurko Engineering Department Town of Grafton Grafton Municipal Center 30 Providence Road Grafton, MA 01519	Labor		\$34,800.00
	Expenses		<u>\$2,600.00</u>
	<b>TOTAL</b>		<b>\$35,400.00</b>

E-mail: SzczurkoB@GRAFTON-MA.GOV

☒ Lump Sum

☐ Time & Expenses

☐ Cost + Fixed Fee

☐ Labor Multiplier

Phone No: (508) 839-5335 x1124

Estimated Date of Completion: **60** days from  
written Notice to  
Proceed

### Scope of Services:

Vanasse Hangen Brustlin, Inc. (VHB) will provide to the Town of Grafton (Town) a pavement analysis for the streets included in the Town's 2016 Street Paving Program. The streets in which pavement testing and analysis will be performed include the following list.

STREET SEGMENT	APPROXIMATE CONSTRUCTION LIMITS	LENGTH (Feet)	ANTICIPATED TREATMENT
Adams Road	150' S of Valley View (S) to 150' N of Valley View (S)	300	Structural Improve A/C
Adams Road	Merriam Road to 150' S of Valley View (S)	3076	Base Rehab A/C + Drainage
Carroll Road	Worcester Street to Janet Circle	1754	Base Rehab Local
Carroll Road	Janet Circle to 100' S of Bicknell Road	1890	Base Rehab Local
Institute Road	East Street to Wesson Street	1766	Base Rehab A/C + Drainage
Merriam Road	Meadowbrook Road to Adams Road	1227	Base Rehab A/C
Sibley Street	455' N of Old Upton Road to Upton Road	2217	Base Rehab Local





Ref: 84450.07  
January 12, 2016  
Page 2

Waterville Street	North Main Street to 220' N of North Main Street	220	Base Rehab A/C
Waterville Street	220' N of North Main Street to Westboro Road	3251	Preventive Maint. w/Patch
Wesson Street	Indian Path to North Street	955	Structural Improve A/C
Westboro Road	300' E of Pine Street to Westboro Town Line	2603	Structural Improve A/C
Westboro Road	Waterville Street to Institute Road	2655	Preventive Maintenance
Westboro Road	Institute Road to Discovery Drive	2333	Preventive Maint. w/Patch
Westboro Road	Discovery Drive to 300' E of Pine Street	1369	Preventive Maint. w/Patch

VHB has solicited a proposal from Sanborn Head & Associates, Inc. (SH) to assist in the testing and analysis. SH's Scope of Work is as follows:

#### **Field Exploration Program**

SH will perform a visual evaluation of the current conditions of the roadways listed above and advance direct push borings using a Geoprobe drill rig approximately 600 feet on-center along the roadway segments proposed to receive base rehabilitation. The purpose of the borings will be to evaluate the pavement thickness and to evaluate the base course and sub-base course materials in these areas. This work will include measuring the asphalt thickness at the exploration locations.

SH shall supply one (1) staff engineer on a full time basis to observe and log the subsurface conditions at the borings, collect samples of the base course and sub-base course materials, and observe the repair of the asphalt at the boring locations. Test borings will be backfilled with the drill cuttings and then patched with a minimum 6-inch thick plug of concrete and asphalt pavement at the surface to match the existing pavement thickness.

Prior to the exploration program, SH will prepare a road opening permit(s) for the Town. In addition, SH will perform Digsafe notification prior to performing the exploration program. SH's drilling subcontractor will provide traffic cones as needed to delineate the work area. SH's scope of work does not include performing vacuum pre-excavations prior to drilling.

#### **Geotechnical Laboratory Program**

Following the exploration program, SH will submit samples of the existing base course and sub-base materials for grain-size analyses to assist VHB in their evaluation of the ability to re-use the material for future roadway development. SH has assumed that up to 16 grain-size analysis will be performed.

#### **Summary of Findings Letter/Technical Memorandum**



Ref: 84450.07  
January 12, 2016  
Page 3

Following the field and laboratory programs, SH will prepare a letter summarizing the work completed, the subsurface conditions encountered, and a summary of the laboratory data. The letter will include an exploration location plan and a summary table of the test borings. This report will be used by VHB to complete the assessment as it relates to the program's initial recommendations for pavement treatment for each roadway segment proposed.

As part of the task, current traffic information, including vehicles per day (vpd), and percentage of trucks and buses will be obtained by VHB from a vehicle classification count at select locations. VHB will utilize a sub consultant to provide this information. From the list of streets provided above, VHB anticipates obtaining ten (10) traffic counts.

VHB will utilize all the information collected (i.e. pavement testing, traffic counts) to assess the treatments initially proposed for each roadway and provide a technical memorandum as to whether each treatment is sufficient or if a different treatment should be specified.

#### Direct Expenses

Miscellaneous expenses for traffic counts, mileage, printing, application and permit fees, etc. will be billed as a direct expense.

The information to be furnished to VHB is based upon selected sample areas, the number of samples based upon reasonable cost, from which these materials are utilized to form engineering judgments, assumptions, deductions, and to form conclusions for reports. No assurance is given that the materials have remained unchanged, nor will the samples necessarily be typical of other locations.

Prepared By: Brian Brosnan, P.E. 

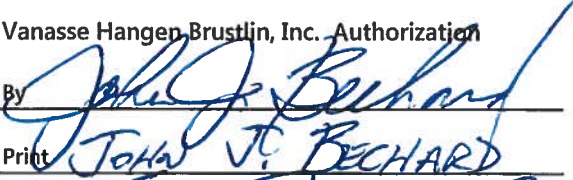
Department Approval:  John J. Bechard, P.E.

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

By   
Print JOHN J. BECHARD  
Title SR Principal  
Date 1/12/16

Client Authorization (Please sign original and return)

By \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



Ref: 84450.07  
January 12, 2016  
Page 4

## PART II

### VANASSE HANGEN BRUSTLIN, INC. TERMS AND CONDITIONS OF AGREEMENT

The engagement of Vanasse Hangen Brustlin, Inc. (VHB) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to VHB is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. **A RETAINER OF \$ -0- IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.**
4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. Among other things, VHB's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.



Ref: 84450.07  
January 12, 2016  
Page 5

8. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence.

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

9. The Client and VHB shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
10. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB.
11. VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information required to be provided by Client under this Agreement.
12. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and sub-consultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
13. VHB's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of VHB.

14. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances, and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. VHB shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

15. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB's having to certify, guaranty or warrant the existence of conditions whose existence VHB cannot ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall be given in VHB's professional opinion consistent with the Standard of Care. VHB shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
16. Client hereby agrees that to the fullest extent permitted by law, VHB's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).
17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to VHB; and the Client, shall release, indemnify and hold harmless VHB from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.

18. To the extent permitted by law, VHB retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized VHB representative. Subject to Term No. 17 above, VHB licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.



19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or VHB, or their employees, sub-consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.
21. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between Client and VHB.
22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or VHB. VHB's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against VHB because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any VHB employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, the Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.
23. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.
24. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
25. VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.
26. Client understands that the requirements of the Americans with Disabilities Act ("ADA") are evolving and will be subject to various, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's project will comply with all ADA requirements or ADA interpretations.



Ref: 84450.07  
January 12, 2016  
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***(The following terms are applicable for Project sites located in Massachusetts)***

27. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to DEP.
28. Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

# CHAPTER 90 – PROJECT REQUEST

8/2012

updated

\*2 Original Signed Project Request Forms are to be submitted.

CONTRACT

# 50813

Classification: \_\_\_\_\_

Primary Road: \_\_\_\_\_

Local Road: \_\_\_\_\_

City/Town: Grafton

Location(s): Various

Length: \_\_\_\_\_ feet Width: \_\_\_\_\_ feet

## PROJECT TYPE

Construction: ☐ Resurfacing: ☐ Engineering: ☒ Equipment: ☐

Other: \_\_\_\_\_

**TYPICAL SECTION DETAILS:** Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: \_\_\_\_\_

Base Course: \_\_\_\_\_

Foundation: \_\_\_\_\_

Shoulders/Sidewalks: \_\_\_\_\_

## SCOPE OF WORK:

Engineering services contract for subsurface roadway exploration and design

## WORK TO BE DONE:

Force Account: ☐ Advertised Contract: ☐ Other: On-Call Engineer

Estimated Cost (Please attach estimate and list funding source(s)): \$ 40,000.00

**\*\*These funds will pay 100% of Local Road Project costs to the limit of this assignment\*\***

## CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

### Reviewed by:

Signed: W. J. O'H 1/24/15  
State Aid Engineer Date

Road Classification Verified: WJ

Approved for \$ 40,000.00 @ 100%

G. Laine 1/28/16  
For District Highway Director Date

Signed: Brian Sgobbo 1/13/16  
Engineer  
Highway Official's Title Date

Robert S. Taylor 1/22/16  
Accounting Official's Title Date

1/19/16 Cheryl H. H.  
Date Duly Authorized Municipal Officials



The Town Administrator and Assistant Town Administrator will provide a presentation of the FY17 budget.

An update will be provided regarding the information the Board of Selectmen requested at the February 16, 2016 meeting.



**OFFICE OF THE  
TOWN ADMINISTRATOR**

30 Providence Road  
Grafton, MA 01519  
(508) 839-5335  
Assistant Town Administrator: Doug Willardson  
willardsond@graffon-ma.gov  
[www.graffon-ma.gov](http://www.graffon-ma.gov)

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To: Board of Selectmen

From: Doug Willardson, Assistant Town Administrator

Date: February 18, 2016

RE: RMD Facility at 206 Worcester Street

At our Board of Selectmen meeting of February 16, 2016, you directed me to do the following:

- Describe the local permit process for the RMD facility proposed for 206 Worcester Street.
- Contact the Massachusetts Department of Public Health regarding sites within 500 feet of the proposed facility that may be considered places "where children congregate."
- Ask the applicant if he is willing to relocate his proposed business to another site.
- Discuss with the applicant potential parking issues if there are large numbers of patients.
- Discuss with the applicant and review potential solutions to mitigate traffic concerns in the area.

Please find the response and/or result of each of these requested actions below.

**Describe the local permit process for the RMD facility proposed for 206 Worcester Street**

Prior to December 10, 2015, the applicant requested a Zoning Determination from the Building Inspector's Office. On December 10<sup>th</sup>, the Building Inspector issued a zoning determination that the project as proposed is allowed 'By-Right.' The location is zoned 'Community Business' and per Table 3.2.3.1 Business Uses of the Grafton Zoning By-Law the dispensary would fall under use 1: *Retail establishment serving the convenience goods needs of a local area including but not limited to: grocery, delicatessen, bakery, supermarket, drug stores and similar uses up to 5,000 sq. ft. of floor area per establishment.* Per the By-Law, retail establishments in a community business zone are allowed 'By-Right.'

A 'By-Right' project is one that, as proposed and designed: 1) fully complies with the uses allowed, dimensional rules, parking requirements, and all other zoning requirements of the Zoning District within which it is located; and 2) does not require any further review and approvals by the Planning Board and/or Zoning Board of Appeal.

A Building Permit was issued on January 11, 2016, with the condition that the information contained in the application is correct and that the use of the land and buildings would be in accordance with the application.

As you know, the State Department of Public Health is the permitting agency for RMD facilities and all facilities must meet the requirements found in 105 CMR 725.000, et seq. before a facility can be opened.

**Contact the Massachusetts Department of Public Health regarding sites within 500 feet of the proposed facility that may be considered places “where children congregate.”**

Mr. Gallagher provided a list of sites that may be considered places “where children congregate.” This list was forwarded to the Department of Public Health. The Department of Public Health responded with the following and by stating that there may be additional follow up questions for the applicant or the Town.

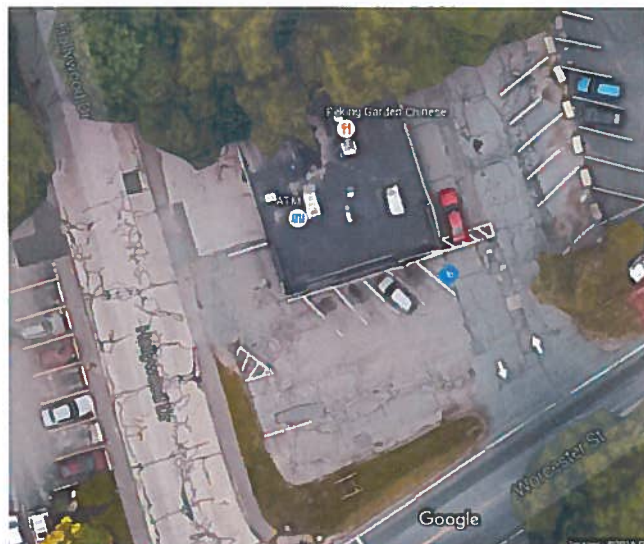
*We have asked the applicant to submit further information regarding its compliance with the buffer zone requirements in 105 CMR 725.110(A)(14) and will evaluate the submission when it is received.*

**Ask the applicant if he is willing to relocate his proposed business to another site.**

The applicant stated that he has spent a lot of time, money and effort on preparing for this specific location. Not only would it be difficult and expensive to consider another location, but he has not been made aware of a viable alternative location. However, the candidate reiterated his willingness to make reasonable accommodations to mitigate any issues surrounding the proposed facility.

**Discuss with the applicant potential parking issues if there are large numbers of patients.**

As shared in the applicant’s presentation of January 11, 2016, the applicant confirmed that there will only be three to five patients as well as a potential of three to five employees at the location at any given time. As shown on the aerial photograph to the right, there are at least 14 parking spaces available at the site. With more and more RMD facilities being opened, three to five patients at any given time seems like a reasonable estimate. This would be less patronage than the previous convenience store and restaurant received. Recently, on the first day of the grand opening of a RMD facility in Lowell, only 60 patients were served. The demand on these facilities



has decreased with the increased number of RMD facilities.

Additionally, the candidate stated he is willing to close the ingress/egress from Hollywood Drive if it is in the best interest of the neighborhood. This would create additional parking spaces. If the RMD facility is opened, the Town will post and enforce no parking along the adjacent portion of Hollywood Drive.

**Discuss with the applicant and review potential solutions to mitigate traffic concerns in the area.**

I have reviewed the traffic study that was prepared for the new Cumberland Farms gas station and convenience store further down Worcester Street. However, that study does not address the intersection at Hollywood Drive and Worcester Street, nor is there any information that could be extrapolated and inferred for the Hollywood Drive intersection.

As mentioned above the number of patrons to the site is expected to be less than those which patronized the previous tenants. A RMD facility will not have a significant negative effect on the traffic at the intersection of Hollywood Drive and Worcester Street as compared to the previous convenience store and restaurant. However, whether the site is a convenience store, RMD facility or vacant, turning left from Hollywood Drive onto Worcester Street can be hazardous. I have contacted Mass DOT to determine if there is anything that can be done to make traffic flow through the intersection more smoothly and safely. Mass DOT District 3 will perform a traffic signal warrant analysis of the intersection as soon as there is no more threat of snow and they can deploy traffic counters at the intersection.